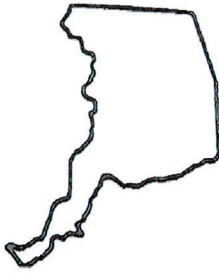


REPRESENTING
Sacramento County
and the Cities of:
Citrus Heights
Elk Grove
Folsom
Galt
Rancho Cordova
Sacramento



SACRAMENTO METROPOLITAN Cable Television Commission

901 H Street, Suite 206 ♦ Sacramento, CA 95814 ♦ www.sacmetroable.tv

Phone: (916) 874-6661 ♦ Fax: (916) 854-9666

ROBERT A DAVISON, EXECUTIVE DIRECTOR

A G E N D A

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION REGULAR BOARD MEETING

Sacramento County Administrative Center
700 H Street, S. 1450
Sacramento, California

THURSDAY, JUNE 7, 2012 – 2:30 p.m.

Board Members: Andy Morin (Chair), Mel Turner (Vice-Chair), Steve Detrick, Roberta MacGlashan, Kevin McCarty, Don Nottoli, Susan Peters, Jay Schenirer, Phil Serna, Sandy Sheedy, Jimmie Yee

Ex Officio: Robert McGarvey

Elected Alternates: Bonnie Pannell; Steve Miller

Appointed Alternates: Celia Coronado (Serna), Aaron Chong (Yee), Howard Schmidt (Peters), Ted Wolter (MacGlashan)

The Board may take up any agenda item at any time, regardless of the order listed. Members of the public coming for a specific agenda item are encouraged to arrive earlier than the scheduled time. Public comment will be taken on the item at the time that it is taken up by the Board. We ask that members of the public complete a Request to Speak form, submit it to the Clerk of the Board, and keep their remarks brief. If several persons wish to address the Board on a single item, the Chair may impose a time limit on individual remarks at the beginning of the discussion. Action may be taken on any item on this agenda.

Presentations supplemented with media (video, DVD, PowerPoint, laptop hookup, etc.) must be coordinated in advance with the meeting Clerk. All media must be tested prior to the meeting date by Metro Cable (at 916-874-7685). Untested media will not be allowed on the date of the meeting. It is also highly advisable to bring a paper copy of presentations to the meeting as back up.

Meeting facilities are accessible to persons with disabilities. Requests for alternative agenda document formats, meeting assistive listening devices, or other considerations should be made through the Commission office at (916) 874-6662.

The meeting of the Commission is cablecast live on Metro Cable 14, the local government affairs channel and webcast at www.sacmetroable.tv. The meeting is closed captioned and will be repeated the following Saturday at Noon on Channel 14. A DVD copy of the meeting will be available for check out from any Sacramento Library branch for up to 60 days following the meeting.

CALL TO ORDER

- A. Roll Call / Pledge of Allegiance
- B. Introduction of new Alternate Board Member – Celia Coronado

ITEM NO. 1) CLOSED EXECUTIVE SESSION

- A. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Pursuant to subdivision (a) of Government Code Section 54956.9) – CITY OF LOS ANGELES, SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION, and CITY OF EL SEGUNDO vs. PACIFIC BELL TELEPHONE COMPANY, d/b/a SBC PACIFIC BELL TELEPHONE COMPANY, d/b/a AT&T CALIFORNIA, Los Angeles Superior Court, Central District, Case No. BC414272.

Action:

Adjourn to a closed executive session and report out, if necessary.

ITEM NO. 2) RESOLUTION NO. 2012-002, ADOPTING THE FISCAL YEAR 2012-13 PROPOSED GENERAL FUND BUDGET; AND RESOLUTION NO. 2012-003, ADOPTING THE FISCAL YEAR 2012-13 PROPOSED PEG FEE FUND BUDGET

Action:

Approve Resolution Nos. 2012-002 and 2012-003, Adopting the Proposed FY 2012-13 Budgets for the General Fund and PEG Fee Fund.

ITEM NO. 3) RESOLUTION NO. 2012-009, APPROVING ADOPTION OF GASB STATEMENT 54 STANDARDS AND APPLICATIONS

Action:

Approve Resolution No. 2012-009, Approving Adoption of GASB Statement 54 Standards and Applications, relating to fund balance reporting and governmental fund type definitions.

ITEM NO. 4) RESOLUTION NO. 2012-010, DELEGATING AUTHORITY TO THE EXECUTIVE DIRECTOR TO EXECUTE AN OFFICE SPACE LEASE AGREEMENT WITH THE COUNTY OF SACRAMENTO

Action:

Approve Resolution No. 2012-010, Delegating Authority to the Executive Director to Execute an Office Space Lease Agreement with the Sacramento County for a 5-year term.

ITEM NO. 5) RESOLUTION NO. 2012-011, AUTHORIZING THE COMMISSION TO TERMINATE PARTICIPATION IN CA. STATE ASSOCIATION OF COUNTIES - EXCESS INSURANCE AUTHORITY'S INSURANCE PROGRAMS AND ENTER INTO MEMBERSHIP WITH GSRMA TO PARTICIPATE IN GSRMA'S INSURANCE PROGRAMS

Action:

Approve Resolution No. 2012-011, Authorizing the Commission to Terminate Participation in California State Association of Counties – Excess Insurance Authority's Insurance

Programs and Enter Into Membership with Golden State Risk Management Authority (GSRMA) to Participate in their Insurance Programs.

ITEM NO. 6) FISCAL YEAR 2012-13 CHAIR AND VICE-CHAIR ELECTION

Action:

Elect a Chair and Vice-Chair for FY 2012-13.

ITEM NO. 7) STAFF STATUS REPORT / MISCELLANEOUS ITEMS

Action:

Receive verbal reports on Commission business and miscellaneous items, and discuss future meeting dates.

ITEM NO. 8) STATE FRANCHISEE / LICENSEE REPORTS

Action:

Receive verbal reports from State Video Franchisee representatives:

- A. AT&T
- B. Comcast
- C. SureWest

ITEM NO. 9) CHANNEL LICENSEE / GRANTEE REPORTS

Action:

Receive verbal reports from Channel Licensee representatives:

- A. ACCESS Sacramento
- B. Capital Public Radio
- C. KVIE
- D. Religious Coalition for Cable Television
- E. Sacramento Educational Cable Consortium

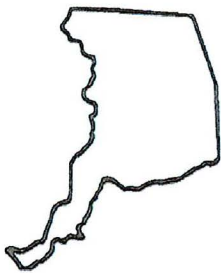
ITEM NO. 10) PUBLIC COMMENTS

Action:

Receive public comments on matters not on the agenda.

ADJOURNMENT

REPRESENTING
Sacramento County
and the Cities of:
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Elk Grove
Folsom
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ROBERT A. DAVISON, EXECUTIVE DIRECTOR

AGENDA ITEM NO. 1

DATE: June 7, 2012
TO: Chair and Board of Directors
FROM: Robert A. Davison, Executive Director
SUBJECT: CLOSED EXECUTIVE SESSION

RECOMMENDATION:

Adjourn to a closed Executive Session to discuss the following item and report out, if necessary:

- A. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Pursuant to subdivision (a) of Government Code Section 54956.9) – CITY OF LOS ANGELES, SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION, and CITY OF EL SEGUNDO vs. PACIFIC BELL TELEPHONE COMPANY, d/b/a SBC PACIFIC BELL TELEPHONE COMPANY, d/b/a AT&T CALIFORNIA, Los Angeles Superior Court, Central District, Case No. BC414272.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Robert A. Davison", written over a horizontal line.

ROBERT A. DAVISON, Executive Director
Sacramento Metropolitan Cable Television Commission

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ROBERT A DAVISON, EXECUTIVE DIRECTOR

AGENDA ITEM NO. 2

DATE: June 7, 2012

TO: Chair and Board of Directors

FROM: Robert A. Davison, Executive Director

SUBJECT: RESOLUTION NO. 2012-002, ADOPTING THE FISCAL YEAR 2012-13 PROPOSED GENERAL FUND BUDGET; AND RESOLUTION NO. 2012-13, ADOPTING THE FISCAL YEAR 2012-13 PROPOSED PEG FEE FUND BUDGET

RECOMMENDATION:

It is recommended the Board approve Resolution No. 2012-002 (Attachment 1), Adopting the Fiscal Year 2012-13 General Fund (094A) Proposed Budget to include the following referenced documents, and Resolution No. 2012-003 (Attachment 2), Adopting the Fiscal Year 2012-13 PEG Fee Fund (094B) Proposed Budget:

- Fiscal Years 2011-12/2012-13 General Fund Budget Summary (Exhibit 1)
- Fiscal Years 2011-12/2012-13 PEG Fee Fund Budget Summary (Exhibit 2)
- Fiscal Year 2012-13 PEG Fee Funding Proposal (Exhibit 3)
- Resolution No. 2012-004, Confirming the Employer's Contribution under PEMHCA (Attachment 3)
- Resolution No. 2012-005, Approving Amendment to the Commission Legal Counsel Services Retainer Agreement (Attachment 4)
- Amendment to Legal Counsel's Retainer Agreement (Attachment 5)
- Resolution No. 2012-006, Approving an Amendment to the Commission Consulting Services Agreement (Attachment 6)
- Amendment to Consultant Services Agreement (Attachment 7)
- Resolution No. 2012-007, Approving an Amendment to the Caption Colorado Agreement (Attachment 8)
- Amendment to Closed Captioning Agreement (Attachment 9)
- Fiscal Year 2012-13 Staffing (Attachment 10)
- Channel Licensees' Annual Funding Performance Agreements (Attachments 11-14)
- RCCTV Annual Performance Agreement (Attachment 15)

Agenda Item 2

Resolution No. 2012-002, Adopting the Fiscal Year 2012-13 Proposed General Fund Budget; and
Resolution No. 2012-003, Adopting the Fiscal Year 2012-13 Proposed PEG Fee Fund Budget

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- Resolution No 2012-008, Approving and Authorizing Execution of the PEG Fee Funding Agreement for Member Agencies (Attachment 16)
- FY 2012-13 PEG Fee Funding Pro Forma Agreement for Member Agency (Attachment 17)
- FY 2012-13 PEG Fee Funding Requests (Attachments 18-29)

BACKGROUND/ANALYSIS:

The Sacramento Metropolitan Cable Television Commission (Commission) consists of two divisions - Administration and Metro Cable. The Commission is funded primarily with franchise fees in the General Fund (094A) and PEG fees in the PEG Fee Fund (094B). The fees are paid by State cable television franchisees operating within the Commission's jurisdiction.

In recognition of the ongoing fiscal challenges faced by the Commission's member agencies, the proposed Fiscal Year 2012-13 General Fund & PEG Fee Fund Budgets were developed to maintain the effort to carry out the Commission's purposes, while preserving the franchise fee revenue distributions to the seven member agencies and utilizing PEG fee funds to the benefit of the member agencies and the community. The General Fund budget reflects reductions where possible in the operating budget, while maintaining the current level of core services which include:

- a) Administering state-issued cable television state franchises in Sacramento County;
- b) Assisting consumers in resolving their cable/video issues and concerns;
- c) Operating Metro Cable 14, the local government channel;
- d) Monitoring community programming of six community channels on the local cable system, operated by Access Sacramento, Capital Public Radio, KVIE, Sacramento Educational Cable Consortium, and RCCTV;
- e) Collection and distribution of franchise fees to member jurisdictions;
- f) Collection and distribution of PEG revenue which funds PEG facilities/projects.

The Commission is financed by franchise fees collected from a percentage of the gross revenues of the cable television companies operating in Sacramento. The Operating Budget in the General Fund (094A) funds Commission Administration, the operation of Metro Cable 14 - the local government channel, and supports six other community-programming channels. The balance of the franchise fee revenue minus operational costs is distributed annually to the Commission's seven member agencies, which includes the County of Sacramento and the cities of Citrus Heights, Elk Grove, Folsom, Galt, Rancho Cordova, and Sacramento.

FISCAL YEAR 2012-13 GENERAL FUND BUDGET (094A)

The Fiscal Year 2012-13 Budget for the General Fund (094A) proposes \$12,696,982 in expenditures to be funded with \$12 million of projected franchise fee revenue and the balance of carryover funds from Fiscal Year 2011-12. The Commission exercised prudent planning in the budget proposals given the current fiscal environment.

The Commission's General Fund budget is divided into five major components:

COMPONENT 1 – ADMINISTRATION AND REGULATION

On behalf of the seven member agencies, this is the franchise administration and enforcement arm of the Commission. The part-time Executive Director serves at the pleasure of the Commission. The Administration Division is staffed with two full-time employees – an Administrative Services Officer and a Senior Office Assistant. The proposed FY 2012-13 Budget includes funding for an additional full-time equivalent position, offset by attrition and elimination of one vacant 50% Sr. Coordinator position and one vacant 50% Clerk II/III position. In the last three years, staff has held back on recommending funding the two 50% positions due to the economy.

However, work for the two-man office has increased significantly due to the implementation of the PEG fee in 2009. In addition to pre-PEG fee implementation duties, the Administration staff is now responsible for:

- Notifying 7 members agencies and 4 Channel Licensees of available PEG Fee Funding;
- Reviewing annual funding requests to determine eligibility;
- Preparing annual funding agreements for all members agencies/Channel Licensees;
- Establishing and tracking budgets for each PEG fee funded project;
- Reviewing and reconciling Request for Quotes (RFQs) for equipment purchases;
- Preparing Requests for Quotes and issuing Purchase Orders;
- Reviewing responses to proposals and awarding bids;
- Ordering / receiving / tagging PEG equipment;
- Issuing payments to vendors;
- Monitoring use of PEG fee funds to insure compliance with PEG Fee Funding Agreements;
- Tracking expenditures for multiple PEG fee funded projects based on approved funding.
- Reconciling equipment assessments annually to determine changes/additions as needed.

The new position can lend support in the PEG-related duties identified, as well as provide coverage and back-up for the 2 existing staff during planned vacation and unscheduled time out.

All Commission positions have historically been tied to Sacramento County's COLA and equity adjustments approved for unrepresented, non-management employees and unrepresented management employees. No COLA is likely for any of the County positions that staff positions are tied to this year.

Agenda Item 2

Resolution No. 2012-002, Adopting the Fiscal Year 2012-13 Proposed General Fund Budget; and
Resolution No. 2012-003, Adopting the Fiscal Year 2012-13 Proposed PEG Fee Fund Budget

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For the past two years, the Commission Board approved a one-time 2% Pay-for-Performance increase for the 4 Commission FTE and eleven part-time Production Assistants who did not receive a 2% COLA in FY 2010-11. Staff is proposing the Board extend the 2% Pay-for-Performance for Fiscal Year 2012-13; fiscal impact to the General Fund would be approximately \$9,800.

Staff is proposing to move the Commission Administration office this coming year. With the current office lease expiring in September 2012, staff has been in contact with the County's Facilities Planning & Management Department to secure office space in one of the County-owned buildings. The Commission anticipates signing a five-year lease with the County when identified office space is secured.

In anticipation of relocating the Administration office, staff also contacted several document management solutions providers to scan and electronically organize Commission historical archives and records currently stored in carton boxes. This process will save valuable storage space, digitize vital historical information, and implement a sound methodic, management database to allow staff to efficiently access all records.

Budget Highlights in Component 1 – Administration and Regulation:

- General Counsel and Litigation - \$350,000
- County Auditor/Accounting Services - \$130,000
- Professional & Consultant Services - \$135,000
- Channel Licensees Operations Base - \$804,751
- Reserve Fund Balance Increase - by \$50,000 for a total of \$200,000

COMPONENT 2 – CLOSED CAPTIONING

The Fiscal Year 2012-13 budget proposes \$160,000 in funding for closed captioning services provided by Caption Colorado. Closed captioning was implemented in June 2006 with Board direction to close caption the Commission's JPA member agency meetings and other agency meetings held in the County Board of Supervisors Chambers. An overview of meetings captioned and captioning costs is presented below for Calendar Years 2007-2011.

Calendar Year	# of Meetings	Hrs Billed	Total CY Costs (\$120/hour)
2007	265	1,142	\$137,040
2008	363	1,300	\$156,000
2009	366	1,219.75	\$146,370
2010	329	1,074.75	\$128,970
2011	329	981.75	\$117,810

Agenda Item 2

Resolution No. 2012-002, Adopting the Fiscal Year 2012-13 Proposed General Fund Budget; and
Resolution No. 2012-003, Adopting the Fiscal Year 2012-13 Proposed PEG Fee Fund Budget

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COMPONENT 3 – METRO CABLE

For Fiscal Year 2012-13, Metro Cable cablecasting priorities are established as follows:

1. Gavel-to-Gavel coverage of official meetings held by the Commission, its seven member agencies, and meetings held by outside agencies in the Board of Supervisors' Chambers or City of Sacramento's Council Chambers.
2. Cablecasting of offsite meetings for five contracted agencies.
3. Coordinating and monitoring closed captioning services provided by Caption Colorado.
4. Providing technical advice and support to member jurisdiction's clerks and IT staff.
5. Assisting with Election Forums.

Metro Cable Budget

The Metro Cable budget includes salaries and wages consistent with Commission policy for 4 full-time employees, including a Production Director, a Program Coordinator, a Technical Coordinator, a Production Assistant III, and 11 part-time Production Assistants. Metro Cable equipment traditionally included in this component of the General Fund (094A) is now funded in the PEG Fee Fund (094B).

Metro Cable covered 329 meetings, totaling 981.75 hours in Calendar Year 2011 for 22 entities at 12 different sites. Staff works with Caption Colorado, the closed captioning vendor in the coordination and timing of scheduled services. The Caption Colorado Agreement was renewed last year through June 30, 2012, with the same terms and conditions as the original December 19, 2006 Agreement. Staff is recommending the Agreement be renewed through June 30, 2013.

Metro Cable staff traditionally supports the member agencies' staff by providing assistance with equipment maintenance, video equipment testing, and quality oversight, as well as design/re-design and coordination of work needed to upgrade meeting chambers and control rooms. In addition, Metro Cable staff works with member agencies to insure all PEG fee funded projects are completed in a timely basis.

COMPONENT 4 – COMMUNITY PROGRAMMING (CHANNEL LICENSEES' OPERATIONS BASE)

The Commission provides funding support and/or cable channels for 5 Channel Licensees - Access Sacramento, Capital Public Radio, KVIE, Religious Coalition for Cable Television, and Sacramento Educational Cable Consortium. There are seven Public Education and Government (PEG) channels available to the community on the local cable systems. These channels are operated by independent organizations, each of which has their own Board of Directors; Metro Cable 14 is operated by the Commission.

As was done last year, FY 2012-13 funding requests submitted by Channel Licensees were segregated into two categories – operational versus facilities & equipment costs. Operational costs are to be funded by the General Fund, with facilities/equipment costs funded by the PEG Fee fund. The benefit of this strategy is that it moves the facilities and equipment funding from

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Resolution No. 2012-003, Adopting the Fiscal Year 2012-13 Proposed PEG Fee Fund Budget

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the General Fund to the PEG Fee fund, reducing expenses from the franchises fees revenue, thus maximizing the revenue distribution to the Commission's seven member agencies.

The following table identifies funding requests from Channel Licensees for their Operations base. Staff is not recommending a CPI adjustment to the base for Fiscal Year 2012-13. Channel Licensees' funding requests for facilities and equipment will be outlined in the PEG Fee Fund Budget section of this staff report.

GRAND TOTALS		FUND 094A - GENERAL FUND	
Description		FY 2011-12 Operations Base (General Fund)	FY 2012-13 Proposed Operations Base (General Fund)
FISCAL YEAR 2012-13 - NO CPI ADJUSTMENT			
ACCESS SACRAMENTO			
Operations Base	\$	392,532.00	\$ 392,532.00
HT-TV	\$	51,700.00	\$ 51,700.00
GOTW	\$	44,979.00	\$ 44,979.00
<i>HT-TV & GOTW Total:</i>	\$	96,679.00	\$ 96,679.00
ACCESS SACRAMENTO - TOTAL:	\$	489,211.00	\$ 489,211.00
CAPITAL PUBLIC RADIO (CPR)			
Operations Base	\$	17,875.00	\$ 17,875.00
CAPITAL PUBLIC RADIO - TOTAL:	\$	17,875.00	\$ 17,875.00
SECC			
SECC Operations Base	\$	241,806.00	\$ 241,806.00
BESTNet Operations Base	\$	55,859.00	\$ 55,859.00
SECC - TOTAL:	\$	297,665.00	\$ 297,665.00
TOTALS:	\$	804,751.00	\$ 804,751.00

COMPONENT 5 – FRANCHISE FEE REVENUE DISTRIBUTION TO MEMBER AGENCIES

The Commission's General Fund Balance, minus the cost of Operations, is allocated to the parental agencies based on population. The population percentages are from the State Department of Finance figures released in January 2012.

Agenda Item 2

Resolution No. 2012-002, Adopting the Fiscal Year 2012-13 Proposed General Fund Budget; and

Resolution No. 2012-003, Adopting the Fiscal Year 2012-13 Proposed PEG Fee Fund Budget

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FRANCHISE FEE REVENUE DISTRIBUTION TO MEMBER AGENCIES					
MEMBER AGENCY	FY 2011-12 Budgeted Franchise Fee Revenue Distribution	FY 2011-12 Proposed Franchise Fee Rev Distribution	Population - (State Dept of Finance website)	Population Percentage	FY 2012-13 Estimated Franchise Fee Rev Distribution
Citrus Heights	\$633,722	\$638,453	83,881	5.848%	\$584,797
Elk Grove	\$1,171,633	\$1,186,901	155,937	10.872%	\$1,087,154
Folsom	\$548,999	\$553,540	72,725	5.070%	\$507,021
Galt	\$180,125	\$183,252	24,076	1.679%	\$167,852
Rancho Cordova	\$496,425	\$503,061	66,093	4.608%	\$460,784
Sacramento	\$3,558,735	\$3,584,641	470,956	32.834%	\$3,283,388
Unincorporated County	\$4,229,419	\$4,267,531	560,675	39.089%	\$3,908,886
TOTAL	\$10,819,058	\$10,917,379	1,434,343	100.00%	\$9,999,882

The estimated Fiscal Year 2011-12 Revenue Distribution to Member Agencies to be distributed in June 2012 will be \$10.9 million. This is \$98,321 more than the Fiscal Year 2011-12 budgeted distribution due to the additional franchise fees received.

The proposed revenue distribution for FY 2012-13 is \$9,999,882. This amount is less than budgeted for the previous year as that budget included enhancements to the distribution generated by using the PEG Fee to reimburse the General Fund for past BESTNet expenses and by moving other PEG related costs from the General Fund to the PEG Fee Fund. No such enhancements are proposed as part of this year's budget.

FISCAL YEAR 2012-13 PEG FEE FUND BUDGET (094B)

At the February 5, 2009 meeting, the Sacramento Metropolitan Cable Television Commission (Commission) Board adopted Resolution No. 09-001, determining to implement and collect a fee to support Public, Education, and Government (PEG) channel facilities in the amount of one percent (1%) of gross revenues.

Collection of the 1% PEG fee was implemented in May 2009 for State cable franchisees operating within the Commission boundaries - Comcast, SureWest and AT&T. At that time, Comcast was still operating under the local franchise in the City of Galt. Comcast now provides video service in Galt pursuant to a state-issued video franchise in September 2011, in lieu of the former local franchise.

The PEG Fee fund (094B) was established in Fiscal Year 2010-11, to account for PEG fees separate from the franchise fees in the Commission's General Fund. Federal law restricts the use of PEG funding to capital facilities and equipment costs; the specific expenses that qualify as capital facilities and equipment remain undefined in the applicable law.

The Commission asked Legal Counsel to develop the working definition of the types of expenses that qualify for the use of PEG fee funding, to be modified as laws on this topic develop. The guidelines were provided to all Member Jurisdictions and Channel Licensees that request and receive PEG funding.

DISCUSSION/ANALYSIS:

The proposed FY 2012-13 Budget is based on \$2.35 million of PEG Fee revenue, with expenditures of \$4,642,329. The budget includes carryover funds from FY 2011-12 of \$2,284,829.

The Commission's Member Agencies and Channel Licensees were advised of available funding for PEG facilities and equipment and asked to submit a Fiscal Year 2012-13 funding request to the Commission.

Under current Federal law, PEG fee revenue may be used to finance facilities and equipment that support PEG programming, access facilities, and channels. The Commission desires and intends that PEG fee revenues fully comply with all federal and State laws and regulations, and will be conservative in their use and distribution. Funding Agreements have been prepared by Legal Counsel for all Member Agencies and Channel Licensees. Staff recommends the Board approve as to form all Funding Agreements, and authorize the Executive Director to sign and modify as necessary so long as changes do not surpass the approved funding amounts.

PEG Fee Funded Projects for Member Agencies and Metro Cable 14

Since its inception, the PEG Fee fund has been used to fund many projects for the Commission member agencies including:

Agenda Item 2

Resolution No. 2012-002, Adopting the Fiscal Year 2012-13 Proposed General Fund Budget; and
Resolution No. 2012-003, Adopting the Fiscal Year 2012-13 Proposed PEG Fee Fund Budget
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- Synergy Server replacement (playback device for content shown on Metro Cable 14)
- City of Sacramento control room improvements
- Metro Cable 14 control room upgrade project
- Rancho Cordova control room upgrade project
- City of Elk Grove control room equipment & lighting upgrade

With the May 2009 implementation of the 1% PEG fee, Metro Cable staff examined the control room and Board room needs of the Commission's seven member agencies and prepared an assessment to determine equipment & upgrades needs that were eligible for PEG fee funding. Member agencies were solicited for input and provided concurrence, and in some cases included additional requests. A plan for PEG Fee funded projects was developed for each member agency.

Metro Cable staff continues to assess member jurisdictions' needs. The recommendation of newly identified PEG facilities/equipment is included in the FY 2012-13 PEG Fee Fund budget. The table below includes FY 2011-12 pending items, as well as new FY 2012-13 PEG equipment requests received from Metro Cable and member agencies. Exhibit 3 provides a summary of the FY 2012-13 funding proposal for all PEG projects, including those of member agencies and Metro Cable. In addition, the Fiscal Year 2012-13 PEG Fee Funding Request for each member agency outlines the line items being requested (Attachments 18-25).

FY 2012-13 PEG Fee Funding Requests (Member Agencies)

PROJECT	FY 2011-12 BUDGET	FY 2011-12 ESTIMATE	FY 2012-13 FUNDING REQUEST
Citrus Heights	\$75,585	\$47,378	\$75,555
Elk Grove	\$106,730	\$78,806	\$93,604
Folsom	\$84,572	-	\$162,285
Galt	\$114,500	\$16,486	\$160,254
Rancho Cordova	\$103,512	\$88,586	\$120,000
Sacramento - City Hall	\$127,764	\$69,108	\$69,950
Sacramento - Historic Chambers	-	-	\$152,987
Sac County - BOS Chambers	\$929,360	-	\$1,056,579
Metro Cable - Control Room	\$58,888	\$80,579	\$13,473
Metro Cable - Van	\$44,816	\$32,710	\$80,863
Synergy Server	\$71,254	\$60,137	\$26,355
PROJECT TOTALS:	\$1,716,981	\$473,790	\$2,011,905

Channel Licensees Fiscal Year 2012-13 Funding Requests

So far, the PEG Fee fund has been used to fund many projects for channel licensees including:

- KVIE – Analog equipment, video monitors, master control and production equipment, and a field production vehicle.
- Access Sacramento - Mobile production truck, studio upgrade, office upgrade, studio in a box recording equipment and Neighborhood News bureau lab.
- Capital Public Radio – Broadcast and recording console and miscellaneous equipment.
- SECC – Cameras and funding preserved for BESTNet Phase III.

In addition to the base requests, Channel Licensees submitted requests for one-time equipment funding from the PEG Fee Fund. These requests include \$289,000 for Access Sacramento, \$661,493 for KVIE, and \$41,200 for SECC. SECC's request also includes a \$600,000 allocation for Phase III of BESTNet (2 of 5), and \$98,560 for an unfinished site from the BESTNet Phase II project (which was moved to the PEG Fund from the General Fund last year).

Staff reviewed the Channel Licensee's funding Request (Attachments 26-29) with Legal Counsel, who concurred that all requests fit within the definition of expenditures that may be funded by the PEG fees. Capital equipment purchases will belong to the agency; PEG Fee funding recipients assume full responsibility for maintenance, repair, and replacements of the initial funded equipment.

Fiscal Year 2012-13 Funding Requests (Channel Licensees)

CHANNEL LICENSEES	FUND 094B - PEG FUND		
Description	Capital Facilities / Equipment Base (PEG Fund)	One-Time Equipment (PEG Fund)	TOTAL (PEG Fund)
FY 2012-13 - No CPI ADJUSTMENT			
ACCESS SACRAMENTO	\$79,000	\$289,000	\$368,000
ACCESS SACRAMENTO - TOTAL:	\$79,000	\$289,000	\$368,000
KVIE	\$195,507	\$661,493	\$857,000
KVIE - TOTAL:	\$195,507	\$661,493	\$857,000
SECC	\$55,365	\$41,200	\$96,565
BESTNet Phase II Rollover Project	-	\$98,560	\$98,560
BESTNet Phase III (1& 2 of 5)	-	1,200,000	\$1,200,000
SECC - TOTAL:	\$55,365	\$1,339,760	\$1,395,125
CHANNEL LICENSEES GRAND TOTAL			
FY 2012-13 - TOTALS:	\$329,872	\$2,290,253	\$2,620,125

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION
PROPOSED FISCAL YEAR 2012-13 BUDGETS
General Fund (094A) and PEG Fee Fund (094B)
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I would like to take this opportunity to thank the Commission staff for their dedication and hard work behind the scene. As well, I would like to thank the Board for their continued support of the Commission over the years.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Robert A. Davison", written over a horizontal line.

ROBERT A. DAVISON, Executive Director
Sacramento Metropolitan Cable Television Commission

Attachments:

Fiscal Year 2012-13 General Fund Budget Summary (Exhibit 1)
Fiscal Year 2012-13 PEG Fee Fund Budget Summary (Exhibit 2)
Fiscal Year 2012-13 PEG Fee Funding Proposal (Exhibit 3)
Resolution No. 2012-002, Adopting the FY 2012-13 Proposed General Fund Budget (Attachment 1)
Resolution No. 2012-003, Adopting the FY 2012-13 Proposed PEG Fee Fund Budget (Attachment 2)
Resolution No. 2012-004, Health Benefit Contributions (Attachment 3)
Resolution No. 2012-005, Approving an Amendment to the Commission Legal Counsel Retainer Agreement (Attachment 4)
FY 2012-13 Amendment to Legal Counsel Retainer Agreement (Attachment 5)
Resolution No. 2012-006, Approving an Amendment to the Commission Consulting Services Agreement (Attachment 6)
FY 2011-13 Amendment to Consultant Services Agreement (Attachment 7)
Resolution No. 2012-007, Approving an Amendment to the Caption Colorado Agreement (Attachment 8)
FY 2012-13 Amendment to Closed Captioning Services Agreement (Attachment 9)
FY 2012-13 Staffing (Attachment 10)
Channel Licensee Annual Funding and Performance Agreement (Attachments 11-14)
RCCTV Annual Performance Agreement (Attachment 15)
Resolution No. 2012-008, Approving and Authorizing Execution of the PEG Fee Funding Agreements for Member Agencies (Attachment 16)
PEG Fee Funding Agreement for Member Agency Pro Forma Agreement (Attachments 17)
FY 2012-13 PEG Fee Funding Requests (Attachments 18-29)

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION
FISCAL YEAR 2011-12 / FISCAL YEAR 2012-13 BUDGET SUMMARY
GENERAL FUND (094A)

EXHIBIT 1

	Admin	Metro Cable	FY 2011-12 Budgeted	FY 2011-12 Estimated	Admin	Metro Cable	FY 2012-13 Proposed
REVENUE							
Operating Transfer In (PEG Fund)	\$ 257,895	\$ -	\$ 257,895	\$ 257,895	\$ -	\$ -	\$ -
Interest Income	\$ 30,000	\$ -	\$ 30,000	\$ 16,074	\$ 16,000	\$ -	\$ 16,000
Franchise Fees	\$ 12,000,000	\$ -	\$ 12,000,000	\$ 12,098,321	\$ 12,000,000	\$ -	\$ 12,000,000
Miscellaneous Other Revenue	\$ 24,000	\$ -	\$ 24,000	\$ 21,837	\$ 21,000	\$ -	\$ 21,000
Residual Equity Transfer In	\$ -	\$ -	\$ -	\$ 535	\$ -	\$ -	\$ -
From Carry Forward / Reserve	\$ 945,068	\$ -	\$ 945,068	\$ 1,072,977	\$ 659,982	\$ -	\$ 659,982
REVENUE TOTAL	\$ 13,256,963	\$ -	\$ 13,256,963	\$ 13,467,639	\$ 12,696,982	\$ -	\$ 12,696,982
EXPENDITURES							
Salaries & Wages / Benefits							
Salaries & Wages - Employees	\$ 141,799	\$ 262,539	\$ 404,338	\$ 375,604	\$ 195,766	\$ 256,114	\$ 451,880
Salaries & Wages - Extra Help	\$ 5,000	\$ -	\$ 5,000	\$ 7,890	\$ 7,500	\$ -	\$ 7,500
Salaries & Wages - Commission Members	\$ 5,280	\$ -	\$ 5,280	\$ 2,640	\$ 5,280	\$ -	\$ 5,280
Retirement	\$ 21,216	\$ 30,361	\$ 51,577	\$ 47,815	\$ 29,630	\$ 29,967	\$ 59,597
OASHI	\$ 12,291	\$ 22,087	\$ 34,378	\$ 30,665	\$ 17,570	\$ 20,708	\$ 38,278
Group Insurance	\$ 55,368	\$ 58,367	\$ 113,735	\$ 111,496	\$ 75,074	\$ 62,659	\$ 137,733
Workers Comp Insurance	\$ 9,838	\$ 18,280	\$ 28,118	\$ 23,880	\$ 11,900	\$ 14,356	\$ 26,256
SUI Insurance	\$ 641	\$ 3,087	\$ 3,728	\$ 2,537	\$ 1,127	\$ 3,349	\$ 4,476
Benefits Subtotal	\$ 99,354	\$ 132,182	\$ 231,536	\$ 216,392	\$ 135,301	\$ 131,039	\$ 266,340
SALARIES & WAGES / BENEFITS TOTAL	\$ 251,433	\$ 394,721	\$ 646,154	\$ 602,526	\$ 343,847	\$ 387,153	\$ 731,000
Advertising/Legal Notices	\$ 1,500	\$ -	\$ 1,500	\$ -	\$ 1,000	\$ -	\$ 1,000
Books/Periodical Service	\$ 250	\$ -	\$ 250	\$ 250	\$ 250	\$ -	\$ 250
Film Supplies	\$ -	\$ 20,000	\$ 20,000	\$ 15,507	\$ -	\$ 20,000	\$ 20,000
Business Travel	\$ 15,000	\$ 1,000	\$ 16,000	\$ 3,850	\$ 15,000	\$ 1,000	\$ 16,000
Employee Recognition	\$ -	\$ 1,000	\$ 1,000	\$ 63	\$ -	\$ 250	\$ 250
Employee Transportation	\$ 250	\$ 1,500	\$ 1,750	\$ 1,284	\$ 250	\$ 1,250	\$ 1,500
Insurance Premium	\$ 35,000	\$ -	\$ 35,000	\$ 21,357	\$ 25,000	\$ -	\$ 25,000
Membership Dues	\$ 2,500	\$ 250	\$ 2,750	\$ 2,390	\$ 2,500	\$ 250	\$ 2,750
Office Supplies	\$ 7,500	\$ -	\$ 7,500	\$ 7,412	\$ 10,000	\$ -	\$ 10,000
Postal Services	\$ 750	\$ 500	\$ 1,250	\$ 638	\$ 750	\$ 250	\$ 1,000
Printing Services	\$ 2,700	\$ -	\$ 2,700	\$ 2,037	\$ 2,500	\$ -	\$ 2,500
Telephone Services	\$ 500	\$ 250	\$ 750	\$ 500	\$ 250	\$ 250	\$ 500
Cell Phone / Pager	\$ -	\$ -	\$ -	\$ 283	\$ -	\$ -	\$ -
GS - Shop Equip Maint Svc	\$ -	\$ -	\$ -	\$ 157	\$ -	\$ -	\$ -
Accounting Services	\$ 145,000	\$ -	\$ 145,000	\$ 96,740	\$ 130,000	\$ -	\$ 130,000
Legal Services	\$ 200,000	\$ -	\$ 200,000	\$ 50,000	\$ 350,000	\$ -	\$ 350,000
Other Professional Services	\$ 90,000	\$ -	\$ 90,000	\$ 90,000	\$ 135,000	\$ -	\$ 135,000
Interpreter Svcs (Closed Captioning)	\$ 175,000	\$ -	\$ 175,000	\$ 121,500	\$ 160,000	\$ -	\$ 160,000

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION
FISCAL YEAR 2011-12 / FISCAL YEAR 2012-13 BUDGET SUMMARY
GENERAL FUND (094A)
EXHIBIT 1

	Admin	Metro Cable	FY 2011-12 Budgeted	FY 2011-12 Estimated	Admin	Metro Cable	FY 2012-13 Proposed
DTech - IT Service	\$ -	\$ -	\$ -	\$ -	\$ 1,995	\$ -	\$ 1,995
DTech - System Development Services	\$ 15,000	\$ -	\$ 15,000	\$ 11,693	\$ 8,441	\$ -	\$ 8,441
DTech - System Development Supplies	\$ 1,250	\$ -	\$ 1,250	\$ 1,023	\$ 2,435	\$ -	\$ 2,435
COMPASS Costs	\$ 1,000	\$ -	\$ 1,000	\$ 1,793	\$ 7,353	\$ -	\$ 7,353
DTech - Wide Area Network Costs	\$ -	\$ -	\$ -	\$ 4,408	\$ 5,343	\$ -	\$ 5,343
GS Printing Services	\$ 100	\$ 250	\$ 350	\$ 231	\$ 50	\$ 200	\$ 250
GS Messenger Services	\$ 2,700	\$ -	\$ 2,700	\$ 2,870	\$ 1,550	\$ 1,550	\$ 3,100
GS - Purchasing Svcs Allocation	\$ -	\$ -	\$ -	\$ 125	\$ 25	\$ 25	\$ 50
GS Store Charges	\$ 25	\$ 25	\$ 50	\$ 73	\$ 25	\$ 50	\$ 75
GS Equipment Rental - Light	\$ 200	\$ 6,300	\$ 6,500	\$ 5,073	\$ 250	\$ 5,500	\$ 5,750
DTech - MIS IT Allocation	\$ -	\$ -	\$ -	\$ -	\$ 22,440	\$ -	\$ 22,440
GS Fuel Usage	\$ -	\$ 600	\$ 600	\$ 600	\$ -	\$ 600	\$ 600
GS Fuel Usage - Voyager Card	\$ 50	\$ -	\$ 50	\$ -	\$ -	\$ -	\$ -
Facility Use Charges (Rent)	\$ 37,500	\$ -	\$ 37,500	\$ 29,849	\$ 40,000	\$ -	\$ 40,000
GS Parking Charges	\$ -	\$ 4,500	\$ 4,500	\$ 4,760	\$ 1,370	\$ 5,100	\$ 6,470
DTech - Radio System Services (Pager Svcs)	\$ -	\$ 300	\$ 300	\$ 298	\$ -	\$ 300	\$ 300
DTech - Telephone Services	\$ 1,750	\$ 2,000	\$ 3,750	\$ 3,238	\$ 1,862	\$ 4,136	\$ 5,997
GS Telephone Installation	\$ -	\$ 3,000	\$ 3,000	\$ 3,000	\$ -	\$ -	\$ -
SERVICES AND SUPPLIES TOTAL	\$ 735,525	\$ 41,475	\$ 777,000	\$ 483,001	\$ 925,638	\$ 40,711	\$ 966,349
Support Services (BOS Chambers)	\$ 60,000	\$ -	\$ 60,000	\$ -	\$ -	\$ -	\$ -
Contract Services (Chan Licensees)			\$ -				
Access Sacramento Oper Base	\$ 392,532	\$ -	\$ 392,532	\$ 392,532	\$ 392,532	\$ -	\$ 392,532
Access Sac - HT-TV Oper Base	\$ 51,700	\$ -	\$ 51,700	\$ 51,700	\$ 51,700	\$ -	\$ 51,700
Access Sac - GOTW Oper Base	\$ 44,979	\$ -	\$ 44,979	\$ 44,979	\$ 44,979	\$ -	\$ 44,979
Capital Pub Radio Operations Base	\$ 17,875	\$ -	\$ 17,875	\$ 17,875	\$ 17,875	\$ -	\$ 17,875
KVIE Operations Base	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SECC Operations Base	\$ 241,806	\$ -	\$ 241,806	\$ 241,806	\$ 241,806	\$ -	\$ 241,806
BESTNet Operations Base	\$ 55,859	\$ -	\$ 55,859	\$ 55,859	\$ 55,859	\$ -	\$ 55,859
BESTNet Phase II Rollover	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONTRACT SERVICES (CHANNEL LICENSEES) TOTAL	\$ 804,751	\$ -	\$ 804,751	\$ 804,751	\$ 804,751	\$ -	\$ 804,751
Revenue Distribution							
Citrus Heights	\$ 633,722	\$ -	\$ 633,722	\$ 638,453	\$ 584,797	\$ -	\$ 584,797
Elk Grove	\$ 1,171,633	\$ -	\$ 1,171,633	\$ 1,186,901	\$ 1,087,154	\$ -	\$ 1,087,154
Folsom	\$ 548,999	\$ -	\$ 548,999	\$ 553,540	\$ 507,021	\$ -	\$ 507,021
Galt	\$ 180,125	\$ -	\$ 180,125	\$ 183,252	\$ 167,852	\$ -	\$ 167,852
Rancho Cordova	\$ 496,425	\$ -	\$ 496,425	\$ 503,061	\$ 460,784	\$ -	\$ 460,784
Sacramento	\$ 3,558,735	\$ -	\$ 3,558,735	\$ 3,584,641	\$ 3,283,388	\$ -	\$ 3,283,388
Sacramento County	\$ 4,229,419	\$ -	\$ 4,229,419	\$ 4,267,531	\$ 3,908,886	\$ -	\$ 3,908,886
REVENUE DISTRIBUTION TOTAL	\$ 10,819,058	\$ -	\$ 10,819,058	\$ 10,917,379	\$ 9,999,882	\$ -	\$ 9,999,882
OTHER CHARGES TOTAL	\$ 11,683,809	\$ -	\$ 11,683,809	\$ 11,722,130	\$ 10,804,633	\$ -	\$ 10,804,633

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION
FISCAL YEAR 2011-12 / FISCAL YEAR 2012-13 BUDGET SUMMARY
GENERAL FUND (094A)

EXHIBIT 1

	Admin	Metro Cable	FY 2011-12 Budgeted	FY 2011-12 Estimated	Admin	Metro Cable	FY 2012-13 Proposed
Addition to Reserves	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ 50,000
Equip-SD-Non-Recon (Fixed Assets)	\$ -	\$ 50,000	\$ 50,000	\$ -	\$ 25,000	\$ 20,000	\$ 45,000
Contingency Appropriation	\$ 50,000	\$ 50,000	\$ 100,000	\$ -	\$ 100,000	\$ -	\$ 100,000
EXPENDITURE TOTAL	\$ 12,720,767	\$ 536,196	\$ 13,256,963	\$ 12,807,657	\$ 12,249,118	\$ 447,864	\$ 12,696,982

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION
FY 2011-12 / FY 2012-13 BUDGET SUMMARY
PEG FEE FUND (094B)
EXHIBIT 2

	FY 2011-12 Proposed Budget	FY 2011-12 Approved Budget	FY 2011-12 Est Actuals	FY 2010-11 & 2011-12 Outstanding Items	FY 2012-13 Metro Cable Funding Request	FY 2012-13 Member Agency New Requests	FY 2012-13 Proposed Budget
REVENUE							
Interest Income	\$15,000	\$15,000	\$5,202				\$7,500
PEG Fee Revenue	\$2,200,000	\$2,212,786	\$2,415,660				\$2,350,000
Miscellaneous Revenue	\$0	\$0	\$0				\$0
Carry Forward/Reserve		\$1,547,149	\$1,547,149				\$2,284,829
REVENUE TOTAL	\$2,215,000	\$3,774,935	\$3,968,011				\$4,642,329
EXPENDITURES							
Inventoriable Equipment (Member Agencies)							
Citrus Heights	\$74,748	\$75,585	\$47,378	\$27,370	\$44,185	\$4,000	\$75,555
Elk Grove	\$106,730	\$106,730	\$78,806	\$27,924	\$1,500	\$64,180	\$93,604
Folsom	\$84,572	\$84,572	\$0	\$50,000	\$29,719	\$82,566	\$162,285
Galt	\$113,631	\$114,500	\$16,486	\$0	\$73,513	\$86,741	\$160,254
Rancho Cordova	\$102,430	\$103,512	\$88,586	\$0	\$0	\$120,000	\$120,000
Sacramento (City Hall)	\$122,519	\$127,764	\$69,108	\$12,950	\$32,000	\$25,000	\$69,950
Sacramento (Historic Chambers)	\$132,993	\$0	\$0	\$0	\$0	\$152,987	\$152,987
Sacramento County	\$929,360	\$929,360	\$0	\$929,360	\$199,500	-\$72,281	\$1,056,579
Invent Equip Subtotal (Memb Agencies)	\$1,666,983	\$1,542,023	\$300,363	\$1,047,604	\$380,417	\$463,192	\$1,891,213
G/L Account 2000 Total	\$1,666,983.24	\$1,542,023	\$300,363	\$1,047,604	\$380,417	\$463,192	\$1,891,213
Support Services (Channel Licensees)							
Access Sac - One-Time Equipment	\$289,000	\$289,000	\$289,000	\$0	\$0	\$289,000	\$289,000
Capital Pub Radio - One Time Equip	\$17,250	\$17,250	\$17,250	\$0	\$0	\$0	\$0
KVIE - One-Time Equipment	\$302,993	\$302,993	\$302,993	\$0	\$0	\$661,493	\$661,493
SECC - One Time Equipment	\$12,384	\$12,384	\$12,384	\$0	\$0	\$41,200	\$41,200
BESTNet Phase II Rollover (Twin Rivers)	\$98,560	\$98,560	\$0	\$98,560	\$0	\$0	\$98,560
BESTNet Phase III (1 & 2 of 5)	\$600,000	\$600,000	\$0	\$600,000	\$0	\$600,000	\$1,200,000
Support Svcs Subtotal (Channel Licensees)	\$1,320,187	\$1,320,187	\$621,627	\$698,560	\$0	\$1,591,693	\$2,290,253
Contract Services Inst (Chan Licensees)							
Access Sacramento Fac/Equip Base	\$79,000	\$79,000	\$79,000	\$0	\$0	\$79,000	\$79,000
Capital Pub Radio Operations Base	\$0	\$0	\$0	\$0	\$0	\$0	\$0
KVIE - Fac/Equip Base	\$195,507	\$195,507	\$195,507	\$0	\$0	\$195,507	\$195,507
SECC - Fac/Equip Base	\$55,365	\$55,365	\$55,365	\$0	\$0	\$55,365	\$55,365
Contract Svcs Inst Subtotal (Chan Licensees)	\$329,872	\$329,872	\$329,872	\$0	\$0	\$329,872	\$329,872
Contributions to Other Agencies	\$0	\$0	\$0	\$0	\$0	\$0	\$0
G/L Account 3000 Total	\$1,650,059	\$1,650,059	\$951,499	\$698,560	\$0	\$1,921,565	\$2,620,125
Equipment SD Non-Recon - Fixed Assets							
Equipment Reserves	\$150,000	\$150,000	\$0	\$0	\$0	\$0	\$0
Comcast Headend Facility	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Metro Cable Control Room	\$58,888	\$58,888	\$80,579	\$0	\$13,473	\$0	\$13,473
Metro Cable Van	\$43,979	\$44,816	\$32,710	\$0	\$80,863	\$0	\$80,863
Synergy	\$67,821	\$71,254	\$60,137	\$0	\$26,355		\$26,355
Equip SD Non-Recon - Fixed Assets Sub-Total	\$320,688	\$324,958	\$173,426	\$0	\$120,691	\$0	\$120,691
G/L Account 4000 Total	\$320,688	\$324,958	\$173,426	\$0	\$120,691	\$0	\$120,691

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION
FY 2011-12 / FY 2012-13 BUDGET SUMMARY
PEG FEE FUND (094B)
EXHIBIT 2

	FY 2011-12 Proposed Budget	FY 2011-12 Approved Budget	FY 2011-12 Est Actuals	FY 2010-11 & 2011-12 Outstanding Items	FY 2012-13 Metro Cable Funding Request	FY 2012-13 Member Agency New Requests	FY 2012-13 Proposed Budget
Reimbursement to 094A- BESTNet Phase II	\$247,979	\$257,895	\$257,895	\$0	\$0	\$0	\$0
Contingency Appropriation	\$0	\$0	\$0		\$10,300	\$0	\$10,300
EXPENDITURE TOTAL	\$3,885,708.74	\$3,774,935	\$1,683,183		\$511,408	\$2,384,757	\$4,642,329

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

**FISCAL YEAR 2012-13 PEG FEE FUNDING PROPOSAL
MEMBER AGENCIES / METRO CABLE / CHANNEL LICENSEE PROJECTS**

EXHIBIT 3

PROJECT NAME	FY 2012-13 PROPOSED FUNDING	DESCRIPTION OF NEW FUNDING ITEMS
City of Citrus Heights	\$ 75,555.00	UPS Power Supplies, Podium Monitor
City of Elk Grove	\$ 93,604.00	Cameras, Camera Control Equipment
City of Folsom	\$ 162,285.00	Audio Equipment, Cameras
City of Galt	\$ 160,254.00	Sound System, Council Chambers, and Media Control Room Improvements
City of Rancho Cordova	\$ 120,000.00	Audio / Visual Equipment Replacement, Wiring
City of Sacramento (New City Hall)	\$ 69,950.00	Council Chambers Equipment Replacement
City of Sacramento (Historic City Hall)	\$ 152,987.00	Hearing Room Audio / Visual Equipment Replacement
County of Sacramento	\$ 1,056,579.00	Audio / Visual System Upgrade, Lighting, Camera/Robotic Arms/Lens Replacement, Dais Improvements/Remodel
Member Agency Totals:	\$ 1,891,213.00	
Metro Cable Control Room	\$ 13,473.00	Visual Equipment Upgrade, Acoustic Padding
Metro Cable Van	\$ 80,863.00	Audio / Visual Equipment Upgrade, Camera Road Cases
Synergy Server	\$ 26,355.00	Monitor, Waveform Vector Monitor
Metro Cable Project Totals:	\$ 120,691.00	
Access Sacramento	\$ 368,000.00	Coloma Center Lease, Capital/Facilities Upgrade, and Equipment Replacement
Capital Public Radio	\$ -	None
KVIE	\$ 857,000.00	Video Monitor Replacements, Master Control, and Production Equipment
Sacramento Educational Cable Consortium (SECC)	\$ 1,296,565.00	Field Production Equipment Replacement BESTNet Phase III - (Years 1 & 2 of 5 - \$1,200,000)
Channel Licensee Project Totals:	\$ 2,521,565.00	
GRAND TOTAL:	\$ 4,533,469.00	

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

RESOLUTION NO. 2012-002**A RESOLUTION ADOPTING THE FISCAL YEAR 2012-13
PROPOSED GENERAL FUND (094A) BUDGET**

WHEREAS, hearings have been terminated during which time all additions and deletions to the proposed budget for Fiscal Year 2012-13 were made.

THEREFORE, IT IS HEREBY RESOLVED in accordance with Section 29089 of the Government Code, the proposed budget for Fiscal Year 2012-13 for the General Fund (094A) is hereby adopted in accordance with the following:

Salaries and Employee Benefits (Object 10)	\$731,000
Services and Supplies (Object 20)	806,349
Closed Captioning (Object 20)	160,000
Fixed Assets – Equipment (Object 43)	45,000
Contingency Appropriation (Object 79)	100,000
Channel Licensees – Operations (Object 30)	804,751
Revenue Distribution (Object 30)	9,999,882
Provision for Reserve Increases	50,000
TOTAL BUDGET REQUIREMENTS	\$12,696,982

FURTHER BE IT RESOLVED AND ORDERED that the means of financing the expenditures program will be by monies derived from Revenue and Fund Balance available.

FURTHER BE IT RESOLVED AND ORDERED that the Budget be and is hereby adopted in accordance with the listed attachments in the Fiscal Year 2012-13 Budget Staff Report, which show in detail the approved appropriations, revenues and methods of financing, authorized positions, and authorized programming activities, attached hereto and by reference made a part hereof.

FURTHER BE IT RESOLVED AND ORDERED that equity adjustments, and universal salary increases for contract and non-contract employees, if any, are authorized at the same level as approved by the Board of Supervisors for unrepresented management, clerical, and technical employees of the County of Sacramento, or, for positions that did not receive a COLA in FY 2010-11 but received a one-time 2% pay-for-performance adjustment in FY 2010-11 and FY 2011-12, the pay-for-performance adjustment is extended for Fiscal Year 2012-13 or until a COLA of equal or greater amount is approved for such positions by the County of Sacramento.

FURTHER BE IT RESOLVED AND ORDERED that the Channel Licensee Annual Funding and Performance Agreements with the Sacramento Educational Cable Consortium, Access Sacramento, KVIE, and Capital Public Radio and the Annual Performance Agreement with Religious Coalition for Cable Television are approved and that the Chairperson of the Board of Directors be and is hereby authorized to execute the agreements.

FURTHER BE IT RESOLVED AND ORDERED that the Fiscal Year 2011-12 Budget is hereby amended to authorize a revenue distribution of \$10,917,379 to the Commission's member jurisdictions.

FURTHER BE IT RESOLVED AND ORDERED that the Executive Director is authorized and directed to do and perform everything necessary to carry out the purpose of this resolution.

On a motion by Director _____, seconded by Director _____, the foregoing Resolution was passed and adopted by the Board of Directors of the Sacramento Metropolitan Cable Television Commission this 7th day of June 2012, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Chairperson
Sacramento Metropolitan
Cable Television Commission

ATTEST:

Clerk/Secretary of the Board

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

RESOLUTION NO. 2012-003

**A RESOLUTION ADOPTING THE FISCAL YEAR 2012-13
PROPOSED PEG FEE FUND (094B) BUDGET**

WHEREAS, hearings have been terminated during which time all additions and deletions to the proposed budget for Fiscal Year 2012-13 were made.

THEREFORE, IT IS HEREBY RESOLVED in accordance with Section 29089 of the Government Code, the proposed budget for Fiscal Year 2012-13 for the PEG Fee Fund (094B) is hereby adopted in accordance with the following:

Member Agency Facilities/Equipment (Object 20)	\$1,891,213
Channel Licensees - One Time Facilities/ Equipment Augmentation (Object 30)	\$991,693
Channel Licensees – Facilities/Equipment Base (Object 30)	\$329,872
BESTNet Phase II Rollover Project (Object 30)	\$98,560
BESTNet Phase III – Years 1 & 2 of 5 (Object 30)	\$1,200,000
Metro Cable Projects (Object 40)	\$120,691
Contingencies Appropriation (Object 79)	\$10,300
TOTAL BUDGET REQUIREMENTS	\$4,642,329

FURTHER BE IT RESOLVED AND ORDERED that the means of financing the PEG Fee Fund expenditures will be by monies derived from Revenue and Fund Balance available.

FURTHER BE IT RESOLVED AND ORDERED that the Fiscal Year 2012-13 PEG Fee Fund Budget is hereby adopted in accordance with the Fiscal Year 2012-13 Budget staff report, which shows in detail the approved appropriations, revenues and methods of financing.

NOW, THEREFORE, BE IT FURTHER RESOLVED AND ORDERED that the Executive Director is authorized and directed to do and perform everything necessary to carry out the purpose of this Resolution.

On a motion by Director _____, seconded by Director _____, the foregoing Resolution was passed and adopted by the Board of Directors of the Sacramento Metropolitan Cable Television Commission this 7th day of June 2012, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Chairperson
Sacramento Metropolitan
Cable Television Commission

Attested By:

Clerk/Secretary of the Board

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

RESOLUTION NO. 2012-004

**A RESOLUTION CONFIRMING THE EMPLOYER'S CONTRIBUTION
UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT**

WHEREAS, GC 22892(a) provides that a local agency contracting under the Public Employee's Medical and Hospital Care Act (PEMHCA) shall fix the amount of the employer's contribution at an amount not less than the amount required under Section 22892(b)(1) of the Act, and

WHEREAS, the Sacramento Metropolitan Cable Television Commission is a local agency contracting under the Act.

NOW, THEREFORE, BE IT RESOLVED, that the employer's contribution for each employee or annuitant shall be the amount necessary to pay the cost of his/her enrollment, including the enrollment of his/her family members, in a health benefit plan, up to a maximum of 80% of the Sacramento Area Region's Kaiser Family Plan premium rate for active employees and retirees, plus administrative fees and Contingency Reserve Fund assessments.

FURTHER, BE IT RESOLVED that the Sacramento Metropolitan Cable Television Commission has fully completed with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and

FURTHER, BE IT RESOLVED AND ORDERED, that the Executive Director is authorized and directed to do and perform everything necessary to carry out the purpose of this resolution.

On a motion by Director _____, seconded by Director _____, the foregoing Resolution was passed and adopted at a regular meeting by the Sacramento Metropolitan Cable Television Commission this 7th day of June 2012 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Chairperson
Sacramento Metropolitan
Cable Television Commission

Attested by:

Clerk/Secretary of the Board

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

RESOLUTION NO. 2012-005

A RESOLUTION APPROVING AN AMENDMENT TO THE
COMMISSION LEGAL COUNSEL SERVICES RETAINER AGREEMENT

NOW THEREFORE, BE IT RESOLVED AND ORDERED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION approves the Amendment to the attached Retainer Agreement with Best Best & Krieger, LLP for general counsel services.

FURTHER BE IT RESOLVED that the Chairperson of the Board of Directors be and is hereby authorized to execute the amended agreement in the form hereto attached, on behalf of the SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION, a Joint Powers Agency of the State of California.

FURTHER BE IT RESOLVED that the Commission's Executive Director is authorized to do and perform everything necessary to carry out the purpose of this Resolution.

On a motion by Director _____, seconded by Director _____, the foregoing Resolution was passed and adopted by the Sacramento Metropolitan Cable Television Commission this 7th day of June 2012 by the following vote to wit:

AYES:

NOES:

ABSENT:

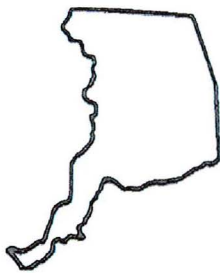
ABSTAIN:

By: _____
Chairperson
Sacramento Metropolitan
Cable Television Commission

Attested by:

Clerk/Secretary of the Board

REPRESENTING
Sacramento County
and the Cities of:
Citrus Heights
Elk Grove
Folsom
Galt
Rancho Cordova
Sacramento



SACRAMENTO METROPOLITAN Cable Television Commission

901 H Street, Suite 206 ♦ Sacramento, CA 95814 ♦ www.sacmetroable.tv

Phone: (916) 874-6661 ♦ Fax: (916) 854-9666

ROBERT A DAVISON, EXECUTIVE DIRECTOR

ATTACHMENT 5

FISCAL YEAR 2012-13 AMENDMENT TO LEGAL COUNSEL RETAINER AGREEMENT

THIS AMENDMENT is made and entered into this 7th day of June 2012, amending that certain Retainer Agreement Amendment dated August 30, 2010, by and between the SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION, a Joint Powers Agency, hereinafter called "Client" and BEST BEST & KRIEGER, LLP, a professional corporation, hereinafter called and referred to as "Firm".

NOW, THEREFORE, the parties agree to amend the aforementioned Agreement as follows:

1. Section 1. Representation.

"The Firm, by and through Harriet A. Steiner, Esq. undertakes legal representation, consultation and advice of the Client as General Counsel and such other and further matters as the Client may from time to time request of the Firm commencing July 1, 2012 and ending June 30, 2013."

2. Section 2. Compensation.

Paragraph A. "The firm will bill the client monthly . . . at the rate of \$295 for each hour of legal services rendered."

Paragraph C. "The \$295 hourly charge by Firm shall be deemed to include compensation for all costs and expenses incurred by Firm except those for out-of-County travel and filing fees and other litigation expense, if any."

3. All other terms and conditions of the aforesaid Agreement shall remain in effect and unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month, and year first stated above.

BEST BEST & KRIEGER, LLP

**SACRAMENTO METROPOLITAN CABLE
TELEVISION COMMISSION**

By:

By:

Chairperson

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

RESOLUTION NO. 2012-006

A RESOLUTION APPROVING AN AMENDMENT TO THE
COMMISSION CONSULTING SERVICES AGREEMENT

NOW THEREFORE, BE IT RESOLVED AND ORDERED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION approves the Amendment to Consultant Services Agreement attached hereto with Richard E. Esposto.

FURTHER BE IT RESOLVED that the Chairman of the Board of Directors be and is hereby authorized to execute the amended agreement in the form hereto attached, on behalf of the SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION, a Joint Powers Agency of the State of California.

FURTHER BE IT RESOLVED that the Commission's Executive Director is authorized to do and perform everything necessary to carry out the purpose of this Resolution.

On a motion by Director _____, seconded by Director _____, the foregoing Resolution was passed and adopted by the Sacramento Metropolitan Cable Television Commission this 7th day of June 2012 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

By:

Chairperson
Sacramento Metropolitan
Cable Television Commission

Attested by:

Clerk/Secretary of the Board

REPRESENTING
Sacramento County
and the Cities of:
Citrus Heights
Elk Grove
Folsom
Galt
Rancho Cordova
Sacramento



SACRAMENTO METROPOLITAN Cable Television Commission

901 H Street, Suite 206 ♦ Sacramento, CA 95814 ♦ www.sacmetro cable.tv

Phone: (916) 874-6661 ♦ Fax: (916) 854-9666

ROBERT A DAVISON, EXECUTIVE DIRECTOR

ATTACHMENT 7

FISCAL YEAR 2012-13 AMENDMENT TO CONSULTANT SERVICES AGREEMENT

THIS AMENDMENT is made and entered into this 7th day of June 2012, amending that certain Consultant Services Agreement dated February 3, 2006, by and between the SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION and RICHARD E. ESPOSTO.

NOW, THEREFORE, the parties agree to amend the aforementioned Agreement as follows:

1. Section 7 - Term.

“This Agreement shall commence as of July 1, 2012 and shall terminate on June 30, 2013, unless extended by the mutual agreement of the parties or terminated earlier asset forth herein.”

2. Exhibit B – Time and Manner of Payment.

“Esposito shall bill the Commission for services on an hourly basis at the rate of \$170 dollars per hour.”

3. All other terms and conditions of the aforesaid Agreement shall remain in effect and unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month, and year first stated above.

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

By:

By:

Richard E. Esposito, Consultant

Chairperson

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

RESOLUTION NO. 2012-007

A RESOLUTION APPROVING AN AMENDMENT TO THE
CAPTION COLORADO AGREEMENT

NOW THEREFORE, BE IT RESOLVED AND ORDERED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION approves the Amendment to closed captioning agreement attached hereto with Caption Colorado.

FURTHER BE IT RESOLVED that the Chairman of the Board of Directors be and is hereby authorized to execute the amended agreement in the form hereto attached, on behalf of the SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION, a Joint Powers Agency of the State of California.

FURTHER BE IT RESOLVED that the Commission's Executive Director is authorized to do and perform everything necessary to carry out the purpose of this Resolution.

On a motion by Director _____, seconded by Director _____, the foregoing Resolution was passed and adopted by the Sacramento Metropolitan Cable Television Commission this 7th day of June 2012 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

By:

Chairperson
Sacramento Metropolitan
Cable Television Commission

Attested by:

Clerk/Secretary of the Board

REPRESENTING
Sacramento County
and the Cities of:
Citrus Heights
Elk Grove
Folsom
Galt
Rancho Cordova
Sacramento



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ROBERT A DAVISON, EXECUTIVE DIRECTOR

ATTACHMENT 9

FISCAL YEAR 2012-13

AMENDMENT TO CLOSED CAPTIONING SERVICES AGREEMENT

THIS AMENDMENT is made and entered into this 7th day of June, 2012, amending that certain Agreement for Closed Captioning Services ("Agreement"), dated December 19, 2006, by and between the SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION, a Joint Powers Agency, and CAPTION COLORADO, a professional corporation.

NOW, THEREFORE, the parties agree to amend the aforementioned Agreement as follows:

3. **EFFECTIVE DATE/TERM**

"This Agreement shall be effective July 1, 2012 and shall terminate on June 30, 2013, unless extended by written mutual agreement of the parties executed prior to the expiration of this Agreement, or unless it is sooner terminated or canceled as provided in the Contract Documents. Contractor will commence to provide services within five (5) days from the execution of this Agreement."

21. **SMCTC**

"FAX: (916) 854-9666"

All other terms and conditions of the aforesaid Agreement shall remain in effect and unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month, and year first stated above.

CAPTION COLORADO

By:

R.T. Polumbus, President & CEO

**SACRAMENTO METROPOLITAN CABLE
TELEVISION COMMISSION**

By:

Robert A. Davison, Executive Director

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

Fiscal Year 2012-13 Staffing
Part-Time and Full-Time Positions

	2008-09 Authorized	2009-10 Authorized	2010-11 Authorized	2011-12 Authorized	2012-13 Proposed
Part-Time Positions					
Executive Director (Contracted with County of Sacramento)	0.2	0.2	0.2	0.2	0.2
Productions Assts	12	12	11	10	10
Full-Time Positions					
New @ 9/06> Sr. Coordinator	0.5	0	0	0	0
Admin Services Officer	1	1	1	1	1
Senior Office Assistant	N/A	1	1	1	1
Office Assistant 2 (50%)	1.5	0	0	0	0
New @ 9/12> Administrative Assistant	-	-	-	-	1
Production Director	1	1	1	1	1
Program Coordinator	1	1	1	1	1
Technical Coordinator	1	1	1	1	1
New @ 7/11> Production Assist. III	0	0	0	1	1
TOTAL AUTHORIZED FULL-TIME POSITIONS	6	5	5	6	7

FISCAL YEAR 2012-13
ANNUAL FUNDING AND PERFORMANCE AGREEMENT

THIS AGREEMENT is between the **Sacramento Metropolitan Cable Television Commission ("SMCTC")** and **Sacramento Community Cable Foundation, DBA Access Sacramento ("Licensee")**. It is supplemental to that certain agreement between the same parties entitled **LICENSE AND OPERATIONS AGREEMENT PERTAINING TO USE OF COMMUNITY PROGRAMMING CHANNEL(S)** (the "**Licensing Agreement**") which was effective as of November 6, 2003, and which was subsequently amended on June 1, 2006, and on June 3, 2010.

This Agreement (the "**Funding Agreement**") is made with reference to the following facts, among others:

A. SMCTC and Licensee have entered into the Licensing Agreement. The Licensing Agreement provides Licensee the right to use one (or more) cable television channels which SMCTC controls for television programming which is beneficial to the public, subject to certain terms and conditions.

B. The purpose of this Funding Agreement is to provide certain funds to Licensee for the purpose of operating the cable television channel(s) licensed to it under the Licensing Agreement, except to the extent that those funds originate from public, educational, and governmental (PEG) channel facilities fees, since the use of those PEG funds is restricted as set forth in Section 4 of this Funding Agreement.

C. SMCTC has received a proposal from Licensee for funding. SMCTC hereby approves the proposal. A copy of the approved proposal which is in the possession of SMCTC is hereby incorporated by this reference.

WHEREFORE, THE PARTIES AGREE:

1. Payment to Licensee.

(a) For and in consideration of Licensee operating the cable channel(s) for which it is licensed according to the approved proposal, SMCTC hereby agrees to pay Licensee in two semi-annual installments the total sum of EIGHT HUNDRED FIFTY SEVEN THOUSAND TWO HUNDRED ELEVEN DOLLARS (\$857,211) as follows:

FY 2012-13	GENERAL FUND - 094A		PEG FUND - 094B			
Description	Operations Base (General)	TOTAL (General)	Cap Fac / Equip Base (PEG)	One-Time Equip (PEG)	TOTAL (PEG)	GRAND TOTAL
Operations Base	\$392,532	\$392,532	\$ -	\$ -	\$ -	\$392,532
HT-TV	\$51,700	\$51,700	\$ -	\$ -	\$ -	\$51,700
GOTW	\$44,979	\$44,979	\$ -	\$ -	\$ -	\$44,979
HT-TV & GOTW Total	\$96,679	\$96,679	\$ -	\$ -	\$ -	\$96,679
(PEG) Cap Fac/Equip	\$ -	\$ -	\$79,000	\$ -	\$79,000	\$79,000
(PEG) One-Time Equip	\$ -	\$ -	\$ -	\$289,000	\$289,000	\$289,000
TOTAL FY 2012-13:	\$489,211	\$489,211	\$79,000	\$289,000	\$368,000	\$857,211

The semi-annual payments of \$428,605.50 will be made by August 15, 2012 and February 15, 2013.

2. Licensing Agreement. In addition to operating in accordance with the approved proposal, Licensee agrees to be bound by all terms and conditions of the Licensing Agreement, which are incorporated by this reference, as though they were fully set forth herein. A breach of the Licensing Agreement shall automatically be considered a breach of this Funding Agreement and vice versa.

3. Payment Contingent on Receipt of Fees. Licensee understands that the amount specified in Section 1 will be paid to Licensee out of the franchise and/or licensing fees and/or PEG fees collected by SMCTC from cable television operators. SMCTC shall be under no obligation to pay to Licensee the amount stated in Section 1, or any other amount, unless SMCTC receives sufficient fees to make such payment. Licensee further understands that other licensees may, or have, submitted proposals for operation of the channel(s) licensed to them and that SMCTC may, or has, approved such proposals, and that SMCTC may sign, or has signed, funding agreements with them. In the event SMCTC receives some, but not all, of the fees necessary to fund all funding agreements, each licensee shall receive its *pro rata* share of the available funds based on the percentage each individual licensee's approved dollar amount under its funding agreement bears to the total dollar amount of all funding agreements.

4. Use of PEG Fee Funding. Licensee understands that a portion of the amount specified in Section 1 may be paid to Licensee from money that originated from public, educational, and governmental (PEG) access channel fees, which portion, if any, is reflected in the table in Section 1(a). As a condition of accepting PEG fee funds, Licensee agrees to use those funds only for capital expenditures and facilities and for no other purpose. Licensee shall provide for such fiscal control and funding accounting procedures as reasonably necessary to assure proper disbursement, accounting, and expenditure of PEG fee funds. Notwithstanding Licensee's acceptance of PEG fee funds, Licensee shall be subject to all of the provisions of the Licensing Agreement, including reporting requirements, except those provisions that conflict with this Section 4 with respect to the use of PEG fee funds. At SMCTC's discretion, PEG fee funds may be disbursed to Licensee upon SMCTC's receipt of invoices from Licensee for qualifying expenditures.

5. Re-payment of Remaining Funds on Demand; Freezing Expenditures. Licensee understands that pursuant to the Licensing Agreement its license may be revoked or terminated under certain conditions. Licensee agrees that if its license is revoked or terminated it will, immediately upon demand of SMCTC, pay to SMCTC any and all amounts then held by it from the funds provided to it by SMCTC under this Funding Agreement. Licensee further agrees that SMCTC may, at any time, order Licensee to cease, and Licensee shall cease, spending any of the funds provided to Licensee by SMCTC under this Funding Agreement in order for SMCTC to make a determination whether to revoke or terminate Licensee's license.

6. No right of action. Licensee understands and agrees that it has no right of judicial action against SMCTC for the failure of SMCTC to pay any or all of the funds to Licensee under this Funding Agreement. Such judicial actions include those at law and/or equity, including, but not limited to, any action to compel payment of the funds, any action for general or special damages, or otherwise.

7. Effective Date of Agreement. This Funding Agreement shall be first executed by the Licensee. It shall be effective on the date next to the signature of the Chair of SMCTC after the Chair has been authorized to execute it by SMCTC.

8. Term. The term of the Funding Agreement ends June 30, 2013.

SACRAMENTO COMMUNITY
CABLE FOUNDATION
DBA ACCESS SACRAMENTO

SACRAMENTO METROPOLITAN
CABLE TELEVISION COMMISSION

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

**FISCAL YEAR 2012-13
ANNUAL FUNDING AND PERFORMANCE AGREEMENT**

THIS AGREEMENT is between the **Sacramento Metropolitan Cable Television Commission ("SMCTC")** and **KXPR-FM, a Licensee of California State University at Sacramento, DBA Capital Public Radio ("Licensee")**. It is supplemental to that certain agreement between the same parties entitled **LICENSE AND OPERATIONS AGREEMENT PERTAINING TO USE OF COMMUNITY PROGRAMMING CHANNEL(S)** (the "**Licensing Agreement**") which was effective as of November 6, 2003, and which was subsequently amended on June 1, 2006, and on June 3, 2010.

This Agreement (the "**Funding Agreement**") is made with reference to the following facts, among others:

A. SMCTC and Licensee have entered into the Licensing Agreement. The Licensing Agreement provides Licensee the right to use one (or more) cable television channels which SMCTC controls for television programming which is beneficial to the public, subject to certain terms and conditions.

B. The purpose of this Funding Agreement is to provide certain funds to Licensee for the purpose of operating the cable television channel(s) licensed to it under the Licensing Agreement.

C. SMCTC has received a proposal from Licensee for funding. SMCTC hereby approves the proposal. A copy of the approved proposal which is in the possession of SMCTC is hereby incorporated by this reference.

WHEREFORE, THE PARTIES AGREE:

1. Payment to Licensee.

(a) For and in consideration of Licensee operating the cable channel(s) for which it is licensed according to the approved proposal, SMCTC hereby agrees to pay Licensee in two semi-annual installments the total sum of SEVENTEEN THOUSAND EIGHT HUNDRED SEVENTY FIVE DOLLARS (\$17,875) as follows:

FY 2012-13	GENERAL FUND - 094A	
Description	Operations Base (General)	TOTAL (General)
Operations Base	\$17,875	\$17,875
(PEG) One-Time Equip	-	-
TOTAL FY 2012-13:	\$17,875	\$17,875

The semi-annual payments of \$8,937.50 will be made by August 15, 2012 and February 15, 2013.

2. Licensing Agreement. In addition to operating in accordance with the approved proposal, Licensee agrees to be bound by all terms and conditions of the Licensing Agreement, which are incorporated by this reference, as though they were fully set forth herein. A breach of the Licensing Agreement shall automatically be considered a breach of this Funding Agreement and vice versa.

3. Payment Contingent on Receipt of Fees. Licensee understands that the amount specified in Section 1 will be paid to Licensee out of the franchise and/or licensing fees and/or PEG fees collected by SMCTC from cable television operators. SMCTC shall be under no obligation to pay to Licensee the amount stated in Section 1, or any other amount, unless SMCTC receives sufficient fees to make such payment. Licensee further understands that other licensees may, or have, submitted proposals for operation of the channel(s) licensed to them and that SMCTC may, or has, approved such proposals, and that SMCTC may sign, or has signed, funding agreements with them. In the event SMCTC receives some, but not all, of the fees necessary to fund all funding agreements, each licensee shall receive its *pro rata* share of the available funds based on the percentage each individual licensee's approved dollar amount under its funding agreement bears to the total dollar amount of all funding agreements.

4. Re-payment of Remaining Funds on Demand; Freezing Expenditures. Licensee understands that pursuant to the Licensing Agreement its license may be revoked or terminated under certain conditions. Licensee agrees that if its license is revoked or terminated it will, immediately upon demand of SMCTC, pay to SMCTC any and all amounts then held by it from the funds provided to it by SMCTC under this Funding Agreement. Licensee further agrees that SMCTC may, at any time, order Licensee to cease, and Licensee shall cease, spending any of the funds provided to Licensee by SMCTC under this Funding Agreement in order for SMCTC to make a determination whether to revoke or terminate Licensee's license.

5. No right of action. Licensee understands and agrees that it has no right of judicial action against SMCTC for the failure of SMCTC to pay any or all of the funds to Licensee under this Funding Agreement. Such judicial actions include those at law and/or equity, including, but not limited to, any action to compel payment of the funds, any action for general or special damages, or otherwise.

6. Effective Date of Agreement. This Funding Agreement shall be first executed by the Licensee. It shall be effective on the date next to the signature of the Chair of SMCTC after the Chair has been authorized to execute it by SMCTC.

7. Term. The term of the Funding Agreement ends June 30, 2013.

CAPITAL PUBLIC RADIO

SACRAMENTO METROPOLITAN
CABLE TELEVISION COMMISSION

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

FISCAL YEAR 2012-13
ANNUAL FUNDING AND PERFORMANCE AGREEMENT

THIS AGREEMENT is between the **Sacramento Metropolitan Cable Television Commission ("SMCTC")** and **KVIE, Inc., a California Non-profit Public Benefit Corporation ("Licensee")**. It is supplemental to that certain agreement between the same parties entitled **LICENSE AND OPERATIONS AGREEMENT PERTAINING TO USE OF COMMUNITY PROGRAMMING CHANNEL(S)** (the "**Licensing Agreement**") which was effective as of November 6, 2003, and which was subsequently amended on June 1, 2006, and on June 3, 2010.

This Agreement (the "**Funding Agreement**") is made with reference to the following facts, among others:

A. SMCTC and Licensee have entered into the Licensing Agreement. The Licensing Agreement provides Licensee the right to use one (or more) cable television channels which SMCTC controls for television programming which is beneficial to the public, subject to certain terms and conditions.

B. The purpose of this Funding Agreement is to provide certain funds to Licensee for the purpose of operating the cable television channel(s) licensed to it under the Licensing Agreement, except to the extent that those funds originate from public, educational, and governmental (PEG) access channel fees, since the use of those PEG funds is restricted as set forth in Section 4 of this Funding Agreement.

C. SMCTC has received a proposal from Licensee for funding. SMCTC hereby approves the proposal. A copy of the approved proposal which is in the possession of SMCTC is hereby incorporated by this reference.

WHEREFORE, THE PARTIES AGREE:

1. Payment to Licensee.

(a) For and in consideration of Licensee operating the cable channel(s) for which it is licensed according to the approved proposal, SMCTC hereby agrees to pay Licensee in two semi-annual installments the total sum of EIGHT HUNDRED FIFTY SEVEN THOUSAND DOLLARS (\$857,000) as follows:

FY 2012-13	PEG FUND - 094B	
Description	One-Time Equip (PEG)	TOTAL (PEG)
Operations Base	-	-
(PEG) Cap Fac/Equip Base	\$195,507	\$195,507
(PEG) One-Time Equip	\$661,493	\$661,493
TOTAL FY 2012-13:	\$857,000	\$857,000

The semi-annual payments of \$428,500 will be made by August 15, 2012 and February 15, 2013.

2. Licensing Agreement. In addition to operating in accordance with the approved proposal, Licensee agrees to be bound by all terms and conditions of the Licensing Agreement, which are incorporated by this reference, as though they were fully set forth herein. A breach of the Licensing Agreement shall automatically be considered a breach of this Funding Agreement and vice versa.

3. Payment Contingent on Receipt of Fees. Licensee understands that the amount specified in Section 1 will be paid to Licensee out of the franchise and/or licensing fees and/or PEG fees collected by SMCTC from cable television operators. SMCTC shall be under no obligation to pay to Licensee the amount stated in Section 1, or any other amount, unless SMCTC receives sufficient fees to make such payment. Licensee further understands that other licensees may, or have, submitted proposals for operation of the channel(s) licensed to them and that SMCTC may, or has, approved such proposals, and that SMCTC may sign, or has signed, funding agreements with them. In the event SMCTC receives some, but not all, of the fees necessary to fund all funding agreements, each licensee shall receive its *pro rata* share of the available funds based on the percentage each individual licensee's approved dollar amount under its funding agreement bears to the total dollar amount of all funding agreement.

4. Use of PEG Fee Funding. Licensee understands that a portion of the amount specified in Section 1 may be paid to Licensee from money that originated from public, educational, and governmental (PEG) access channel fees, which portion, if any, is reflected in the table in Section 1(a). As a condition of accepting PEG fee funds, Licensee agrees to use those funds only for capital expenditures and facilities and for no other purpose. Licensee shall provide for such fiscal control and funding accounting procedures as reasonably necessary to assure proper disbursement, accounting, and expenditure of PEG fee funds. Notwithstanding Licensee's acceptance of PEG fee funds, Licensee shall be subject to all of the provisions of the Licensing Agreement, including reporting requirements, except those provisions that conflict with this Section 4 with respect to the use of PEG fee funds. At SMCTC's discretion, PEG fee funds may be disbursed to Licensee upon SMCTC's receipt of invoices from Licensee for qualifying expenditures.

5. Re-payment of Remaining Funds on Demand; Freezing Expenditures. Licensee understands that pursuant to the Licensing Agreement its license may be revoked or terminated under certain conditions. Licensee agrees that if its license is revoked or terminated it will, immediately upon demand of SMCTC, pay to SMCTC any and all amounts then held by it from the funds provided to it by SMCTC under this Funding Agreement. Licensee further agrees that SMCTC may, at any time, order Licensee to cease, and Licensee shall cease, spending any of the funds provided to Licensee by SMCTC under this Funding Agreement in order for SMCTC to make a determination whether to revoke or terminate Licensee's license.

6. No right of action. Licensee understands and agrees that it has no right of judicial action against SMCTC for the failure of SMCTC to pay any or all of the funds to Licensee under this Funding Agreement. Such judicial actions include those at law and/or equity, including, but not limited to, any action to compel payment of the funds, any action for general or special damages, or otherwise.

7. Effective Date of Agreement. This Funding Agreement shall be first executed by the Licensee. It shall be effective on the date next to the signature of the Chair of SMCTC after the Chair has been authorized to execute it by SMCTC.

8. Term. The term of the Funding Agreement ends June 30, 2013.

KVIE, INC.

SACRAMENTO METROPOLITAN
CABLE TELEVISION COMMISSION

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

FISCAL YEAR 2012-13
ANNUAL FUNDING AND PERFORMANCE AGREEMENT

THIS AGREEMENT is between the **Sacramento Metropolitan Cable Television Commission ("SMCTC")** and **Sacramento Educational Cable Consortium**, a California non-profit corporation ("**Licensee**"). It is supplemental to that certain agreement between the same parties entitled **LICENSE AND OPERATIONS AGREEMENT PERTAINING TO USE OF COMMUNITY PROGRAMMING CHANNEL(S)** (the "**Licensing Agreement**") which was effective as of November 6, 2003, and which was subsequently amended on June 1, 2006, and on June 3, 2010.

This Agreement (the "**Funding Agreement**") is made with reference to the following facts, among others:

A. SMCTC and Licensee have entered into the Licensing Agreement. The Licensing Agreement provides Licensee the right to use one (or more) cable television channels which SMCTC controls for television programming which is beneficial to the public, subject to certain terms and conditions.

B. The purpose of this Funding Agreement is to provide certain funds to Licensee for the purpose of operating the cable television channel(s) licensed to it under the Licensing Agreement, except to the extent that those funds originate from public, educational, and governmental (PEG) channel facilities fees, since the use of those PEG funds is restricted as set forth in Section 4 of this Funding Agreement.

C. SMCTC has received a proposal from Licensee for funding. SMCTC hereby approves the proposal. A copy of the approved proposal which is in the possession of SMCTC is hereby incorporated by this reference.

WHEREFORE, THE PARTIES AGREE:

1. Payment to Licensee.

(a) For and in consideration of Licensee operating the cable channel(s) for which it is licensed according to the approved proposal, SMCTC hereby agrees to pay Licensee in two semi-annual installments the total sum of THREE HUNDRED NINETY FOUR THOUSAND TWO HUNDRED THIRTY DOLLARS (\$394,230) as follows:

FY 2012-13	GENERAL FUND - 094A		PEG FUND - 094B			
Description	Operations Base (General)	TOTAL (General)	Cap Fac / Equip Base (PEG)	One-Time Equip (PEG)	TOTAL (PEG)	GRAND TOTAL
SECC Operations Base	\$241,806	\$241,806	-	-	-	\$241,806
SECC Cap Fac/Equip Base	-	-	\$55,365	-	\$55,365	\$55,365
Total SECC Base	\$241,806	\$241,806	\$55,365	-	\$55,365	\$297,171
(PEG) One-Time Equip	-	-	-	\$41,200	\$41,200	\$41,200
BESTNet Operations Base	\$55,859	\$55,859	-	-	-	\$55,859
BESTNet Phase III *	-	-	-	\$1,200,000	\$1,200,000	\$1,200,000
TOTAL FY 2012-13:	\$297,665	\$297,665	\$55,365	\$1,241,200	\$1,296,565	\$1,594,230

*The semi-annual payments of \$197,115 will be made by August 15, 2012 and February 15, 2013 for all funding elements, except for BESTNet Phase III (1 & 2 of 5).

(b) Pursuant to the First Addendum to the BESTNet Network Phase II Construction and Maintenance Agreement, the Commission will fund up to one million two hundred thousand (\$1,200,000) upon invoices from Licensee for BESTNet Phase III (Years 1 & 2 of 5).

(c) Pursuant to the BESTNet Network Phase I and Phase II Construction and Maintenance Agreement, the Commission will reserve unused funds of approximately Ninety Eight Thousand Five Hundred Sixty Dollars (\$98,560), which starting in FY 2011-12 was moved to the PEG Fee Fund, for the Twin Rivers District Office which may be reimbursed upon invoices from Licensee.

2. Licensing Agreement. In addition to operating in accordance with the approved proposal, Licensee agrees to be bound by all terms and conditions of the Licensing Agreement, which are incorporated by this reference, as though they were fully set forth herein. A breach of the Licensing Agreement shall automatically be considered a breach of this Funding Agreement and vice versa.

3. Payment Contingent on Receipt of Fees. Licensee understands that the amount specified in Section 1 will be paid to Licensee out of the franchise and/or licensing fees and/or PEG fees collected by SMCTC from cable television operators. SMCTC shall be under no obligation to pay to Licensee the amount stated in Section 1, or any other amount, unless SMCTC receives sufficient fees to make such payment. Licensee further understands that other licensees may, or have, submitted proposals for operation of the channel(s) licensed to them and that SMCTC may, or has, approved such proposals, and that SMCTC may sign, or has signed, funding agreements with them. In the event SMCTC receives some, but not all, of the fees necessary to fund all funding agreements, each licensee shall receive its *pro rata* share of the available funds based on the percentage each individual licensee's approved dollar amount under its funding agreement bears to the total dollar amount of all funding agreements.

4. Use of PEG Fee Funding. Licensee understands that a portion of the amount specified in Section 1 may be paid to Licensee from money that originated from public, educational, and governmental (PEG) access channel fees, which portion, if any, is reflected in the table in Section 1(a). As a condition of accepting PEG fee funds, Licensee agrees to use those funds only for capital expenditures and facilities and for no other purpose. Licensee shall provide for such fiscal control and funding accounting procedures as reasonably necessary to assure proper disbursement, accounting, and expenditure of PEG fee funds. Notwithstanding Licensee's acceptance of PEG fee funds, Licensee shall be subject to all of the provisions of the Licensing Agreement, including reporting requirements, except those provisions that conflict with this Section 4 with respect to the use of PEG fee funds. At SMCTC's discretion, PEG fee funds may be disbursed to Licensee upon SMCTC's receipt of invoices from Licensee for qualifying expenditures.

5. Re-payment of Remaining Funds on Demand; Freezing Expenditures. Licensee understands that pursuant to the Licensing Agreement its license may be revoked or terminated under certain conditions. Licensee agrees that if its license is revoked or terminated it will, immediately upon demand of SMCTC, pay to SMCTC any and all amounts then held by it from the funds provided to it by SMCTC under this Funding Agreement. Licensee further agrees that SMCTC may, at any time, order Licensee to cease, and Licensee shall cease, spending any of the funds provided to Licensee by SMCTC under this Funding Agreement in order for SMCTC to make a determination whether to revoke or terminate Licensee's license.

6. No right of action. Licensee understands and agrees that it has no right of judicial action against SMCTC for the failure of SMCTC to pay any or all of the funds to Licensee under this Funding Agreement. Such judicial actions include those at law and/or equity, including, but not limited to, any action to compel payment of the funds, any action for general or special damages, or otherwise.

7. No right of action. Licensee understands and agrees that it has no right of judicial action against SMCTC for the failure of SMCTC to pay any or all of the funds to Licensee under this Funding Agreement. Such judicial actions include those at law and/or equity, including, but not limited to, any action to compel payment of the funds, any action for general or special damages, or otherwise.

8. Effective Date of Agreement. This Funding Agreement shall be first executed by the Licensee. It shall be effective on the date next to the signature of the Chair of SMCTC after the Chair has been authorized to execute it by SMCTC.

9. Term. The term of the Funding Agreement ends June 30, 2013.

SACRAMENTO EDUCATIONAL
CABLE CONSORTIUM

By: _____
Title: _____
Date: _____

SACRAMENTO METROPOLITAN
CABLE TELEVISION COMMISSION

By: _____
Title: _____
Date: _____

FISCAL YEAR 2012-13
ANNUAL PERFORMANCE AGREEMENT

THIS AGREEMENT is between the Sacramento Metropolitan Cable Television Commission ("SMCTC") and **Interfaith Service Bureau, DBA Religious Coalition for Cable Television ("Licensee")**. It is supplemental to that certain agreement between the same parties entitled **LICENSE AND OPERATIONS AGREEMENT PERTAINING TO USE OF COMMUNITY PROGRAMMING CHANNEL(S)** ("the Licensing Agreement") which was effective as of November 6, 2003 and amended June 1, 2006.

This Agreement ("the Agreement") is made with reference to the following facts, among others:

A. SMCTC and Licensee have entered into the Licensing Agreement. The Licensing Agreement provides Licensee the right to use one (or more) cable television channels which SMCTC controls for television programming which is beneficial to the public, subject to certain terms and conditions.

B. The purpose of this Agreement is to approve Licensee's operation of the cable television channel licensed to it under the Licensing Agreement.

C. SMCTC has reviewed a proposal from Licensee for operations. SMCTC hereby approves the proposal. A copy of the approved proposal which is in the possession of SMCTC is hereby incorporated by this reference.

WHEREFORE, THE PARTIES AGREE:

1. Licensing Agreement. In addition to operating in accordance with the approved proposal, Licensee agrees to be bound by all terms and conditions of the Licensing Agreement, which are incorporated by this reference, as though they were fully set forth herein. A breach of the Licensing Agreement shall automatically be considered a breach of this Agreement and vice versa.

2. No right of action. Licensee understands and agrees that it has no right of judicial action against SMCTC under this Agreement. Such judicial actions include those at law and/or equity, including, but not limited to, any action to compel payment of any funds, any action for general or special damages, or otherwise.

3. Effective Date of Agreement. This Agreement shall be first executed by the Licensee. It shall be effective on the date next to the signature of the Chair of SMCTC after the Chair has been authorized to execute it by SMCTC.

4. Term. The term of the Agreement ends June 30, 2013.

INTERFAITH SERVICE BUREAU, DBA
RELIGIOUS COALITION FOR CABLE TELEVISION

SACRAMENTO METROPOLITAN
CABLE TELEVISION COMMISSION

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

RESOLUTION NO. 2012-008

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION
OF THE PEG FEE FUNDING AGREEMENT FOR MEMBER AGENCIES OF
SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

NOW THEREFORE, BE IT RESOLVED AND ORDERED that the Board of Directors of the SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION, a Joint Powers Agency of the State of California, hereby approves the Funding Agreement for Member Agencies of the Sacramento Metropolitan Cable Television Commission as recommended by staff; and

FURTHER BE IT RESOLVED AND ORDERED that the Commission's Board of Directors hereby approves the FY 2012-13 PEG Fee Funding Plans as submitted for the purpose of providing funding for the Member Agencies for the period of July 1, 2012 to June 30, 2013; and

FURTHER BE IT RESOLVED AND ORDERED that the Commission's Executive Director is hereby authorized and directed to execute the Agreements with the Member Agencies of the Sacramento Metropolitan Cable Television Commission, with the allowance for changes within the budget authority; and

FURTHER BE IT RESOLVED AND ORDERED that the Commission's Executive Director is authorized to do and perform everything necessary to carry out the purpose of this Resolution.

On a motion by Director _____, seconded by Director _____, the foregoing Resolution was passed and adopted by the Sacramento Metropolitan Cable Television Commission this 7th day of June 2012 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

By:

Chairperson
Sacramento Metropolitan
Cable Television Commission

Attested by:

Clerk/Secretary of the Board

**PEG FEE FUNDING AGREEMENT FOR MEMBER AGENCY OF THE
SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION**

FISCAL YEAR 2012-13

THIS AGREEMENT is entered into this ____ day of _____, 2012, by and between the **Sacramento Metropolitan Cable Television Commission** ("SMCTC") and the _____, [***municipal corporation (city) or political subdivision of the State of California (County)***], a political subdivision of the State of California ("Member Agency").

WHEREAS, SMCTC is a joint powers agency comprised of seven member jurisdictions, one of which is Member Agency;

WHEREAS, commencing with the 2009-2010 fiscal year, SMCTC began collecting Public, Educational, and Governmental ("PEG") access channel fees ("PEG Fee Funding") from cable television operators to support PEG access facilities;

WHEREAS, SMCTC anticipates that PEG Fee Funding will be available to provide to member jurisdictions, including Member Agency, to support projects relating to PEG access facilities;

WHEREAS, SMCTC has received a request(s) for PEG Fee Funding from Member Agency. SMCTC hereby approves that request(s). A copy of Member Agency's approved request(s), which is in the possession of SMCTC, is hereby incorporated by this reference;

WHEREAS, federal law currently restricts the use of PEG Fee Funding to capital costs and facilities; and

WHEREAS, SMCTC and Member Agency desire to enter into this Agreement to memorialize the terms under which SMCTC will provide PEG Fee Funding to Member Agency, and to expressly set forth the restrictions on Member Agency's use of such funding.

NOW, THEREFORE, SMCTC and Member Agency agree as follows:

1. Funding to Member Agency. SMCTC hereby agrees to provide to Member Agency the total not to exceed the sum of _____ DOLLARS (\$ _____), which consists of PEG Fee Funding to be used solely for the purposes summarized in the table below and detailed in Exhibit "A" attached hereto and incorporated by this reference.

MEMBER AGENCY PROJECT	
PEG Equipment / Facilities List	\$
TOTAL FY 2012-13 PEG FEE FUNDING REQUEST	\$
The PEG Fee Funding will be available after July 1, 2012.	

**PEG Fee Funding Agreement for Member Agency of the
Sacramento Metropolitan Cable Television Commission
Page 2**

2. Payment Contingent on Receipt of PEG Fees. Member Agency understands that the funding amount set forth in Section 1 will be made to Member Agency out of PEG fees collected by SMCTC from cable television operators. SMCTC shall be under no obligation to pay to Member Agency the amount stated in Section 1, or any other amount, unless SMCTC receives sufficient PEG fees to make such payment. Member Agency further understands that SMCTC may enter, or has already entered, into similar funding agreements with other member agencies and with the channel licensees that operate one or more of the PEG channels. In the event SMCTC receives some, but not all of the PEG fees necessary to fund all such funding agreements, each member agency and channel licensee shall receive a *pro rata* share of the available PEG funds based on the percentage each individual member agency's approved dollar amount under its funding agreement bears to the total dollar amount of all funding agreements.

3. Use of PEG Fee Funding.

(a) Member Agency understands that the funding provided to it pursuant to this Agreement originated from PEG access channel fees. As a condition of accepting PEG Fee Funding, Member Agency agrees to use those funds only for capital expenditures and facilities related to the provision of cablecasting on the PEG channels and for no other purpose. Since applicable law does not specifically define those expenses that qualify as capital costs, SMCTC has developed a working definition of the types of expenses that it believes qualify for the use of PEG Fee Funding. SMCTC reserves the right to modify its working definition as the law on this topic develops. In accordance with SMCTC's working definition, PEG Fee Funding may be used for the following expenditures: rent or purchase of facilities and equipment, purchase of software, and expenditures for tangible goods provided that a Certified Public Accountant certifies that the tangible goods qualify as capital expenditures pursuant to standard accounting practices. PEG Fee Funding may not be used for the following expenditures: operations, training, maintenance, employment of staff, and hiring of persons to perform services. Member Agency shall provide for such fiscal control and funding accounting procedures as reasonably necessary to assure proper disbursement, accounting, and expenditures of PEG fee funds.

(b) Member Agency further understands and agrees that the PEG Fee Funding provided to it by SMCTC was awarded based on a request from Member Agency and that the use of the PEG funds are also limited to the expenditures outlined in that request as approved by SMCTC. If Member Agency determines that it will not proceed with the expenditures as set forth in the request approved by SMCTC, then Member Agency may request that SMCTC amend the allowable uses of the PEG Fee Funding or, alternatively, Member Agency shall return the PEG Fee Funding to SMCTC within sixty (60) days of Member Agency determining not to proceed with the allowable expenditures.

4. Indemnification. Member Agency shall, at its sole expense, fully indemnify, defend and hold harmless SMCTC and its member agencies, and in their capacity as such, the officers, agents and employees thereof, from and against any and all claims, suits, actions, liability and judgments for damages including reasonable attorneys' fees or otherwise:

**PEG Fee Funding Agreement for Member Agency of the
Sacramento Metropolitan Cable Television Commission
Page 3**

(a) For actual or alleged injury to persons or property, including loss of use of property due to an occurrence, whether or not such property is physically damaged or destroyed, directly or indirectly arising out of or attributable to, in whole or in part, the acts or omissions of Member Agency in connection with, related to, or in any way arising out of Member Agency's use of the PEG Fee Funding provided to it under this Agreement.

(b) Directly or indirectly arising out of or attributable to, in whole or in part, Member Agency's failure to comply with the provisions of any statute, regulation, or ordinance of the United States, the State of California, or any local agency in connection with, related to, or in any way arising out of Member Agency's use of the PEG Fee Funding provided to it under this Agreement.

5. Reporting Requirement. No later than sixty (60) days after exhausting the funds provided to it under this Agreement, Member Agency shall submit to SMCTC a copy of all invoices and receipts reflecting the expenditures made with such funds, if so requested by SMCTC.

6. Unauthorized Use of PEG Fee Funding. If SMCTC determines that Member Agency has used the PEG fee funds provided to it under this Agreement for purposes other than capital expenditures and facilities, Member Agency shall return to SMCTC the total sum of those unauthorized expenditures within sixty (60) days of receipt of written notice from SMCTC.

7. Ownership of Facilities and Equipment. Member Agency shall own and be solely responsible for any facilities, equipment, or other items that it acquires with PEG Fee Funding provided to it pursuant to this Agreement. SMCTC shall have no obligations, and shall bear no costs, with respect to any facilities, equipment, or other items that Member Agency acquires with such PEG Fee Funding.

8. No Right of Action. Member Agency understands and agrees that it has no right of judicial action against SMCTC for the failure of SMCTC to pay any or all of the funds to Member Agency under this Agreement. Such judicial actions include those at law and/or equity, including, but not limited to, any action to compel payment of the funds, any action for general or special damages, or otherwise.

9. Effective Date of Agreement. This Agreement shall be effective on the date next to the signature of the Executive Director of the SMCTC, as authorized by the SMCTC Board on the 7th of June 2012.

MEMBER AGENCY, CITY OF
SACRAMENTO

SACRAMENTO METROPOLITAN
CABLE TELEVISION COMMISSION

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

MEMBER AGENCY PEG FEE FUNDING REQUEST

ATTACHMENT 18

**FISCAL YEAR 2012-13
PEG FEE FUNDING REQUEST**

CITY OF CITRUS HEIGHTS



CITY OF CITRUS HEIGHTS

6237 Fountain Square Drive • Citrus Heights, CA 95621-5577 • (916) 725-2448
Fax (916) 725-5799 • TDD (916) 725-6185 • www.citrusheights.net

The City of Citrus Heights is committed to providing high quality economical, responsive city services to our community.

April 13, 2012

Robert A. Davison
Executive Director
Sacramento Metropolitan Cable Television Commission
901 H Street, Suite 206
Sacramento, CA 95814

RE: Fiscal Year 2012-13 Funding Request for Public, Education, and Government (PEG)
Equipment Projects

Dear Robert Davison,

On behalf of the City of Citrus Heights, I am submitting our request for FY 12-13 PEG Funding to be considered by the Commission Board. The City's request is as follows:

Eligible PEG Equipment/Facilities	\$ Amount	Comments (if any)
1) 2 UPS Units	Approx. \$1,400 each	
2) Podium Monitor	Approx. \$4,000	

Please contact me at (916) 7272-4704 or avan@citrusheights.net if you have any questions or need additional information.

Sincerely,

Amy Van
City Clerk

ATTACHMENT 19

**FISCAL YEAR 2012-13
PEG FEE FUNDING REQUEST**

CITY OF ELK GROVE

May 16, 2012

Robert Davison
Executive Director
Sacramento Metropolitan Cable Television Commission
901 H Street, Suite 206
Sacramento, CA 95814

Dear Mr. Davison

The City of Elk Grove would like to propose to replace the existing cameras and camera control equipment with more modern equipment that has a warranty and is supported by the manufacturer. The cameras are starting to have operational issues and vibrations due to their age. We submit these changes for modification and approval.

The quoted prices are below:

<u>Part Number</u>	<u>Vendor</u>	<u>Description</u>	<u>Qty</u>	<u>Cost</u>	<u>Extended Cost</u>	<u>Justification</u>
HD10CEA	AJA	Aja Hd-sdi W/embedded Audio To	1	\$1,091.00	\$1,091.00	Parts to upgrade our AV room to more current technology
CONVMACUDS	Black Magic	Audio Embedder w/Power Supply	1	\$395.00	\$395.00	
RM-4290W-HD	Wohler	Dual 9" Monitor SDI	1	\$3,255.00	\$3,255.00	Parts to upgrade our AV room to more current technology
LVM-172W	TVLOGIC	MultiFormat Monitor	2	\$2,895.00	\$5,790.00	Parts to upgrade our AV room to more current technology
Bright Eye 56	Ensemble	Sync Generator	1	\$2,750.00	\$2,750.00	Parts to upgrade our AV room to more current technology
HVS-300HS	FOR-A	Video Switcher	1	\$12,900.00	\$12,900.00	Parts to upgrade our AV room to more current technology that is compatible with Metro Cable.
HVS-30HSDI	FOR-A	Switcher SD Input Card	1	\$3,200.00	\$3,200.00	Parts to upgrade our AV room to more current technology
HVS-30HSDO	FOR-A	Switcher SD Output Card	1	\$2,750.00	\$2,750.00	Parts to upgrade our AV room to more current technology
MX-206	KRAMER	6 Input Stereo Mic Mixer, 1ru	1	\$790.00	\$790.00	Parts to upgrade our AV room to more current technology
P402	NEC	P402 40" LCD Public Display Monitor 1920x1080 (FHD) Narrow bezel with full AV function, Option Slo	1	\$1,537.33	\$1,537.33	Reduce the amount of monitors in the AV room to conserve energy and provide a centralized viewing area.
SB01HC	NEC	Internal Card provides SD/HDSI loop	1	\$1,038.67	\$1,038.67	Parts to upgrade our AV room to more current technology

US-1	MAP	Accessory Shelf, 19" rack mount shelf with 12-1/2" depth	3	\$93.00	\$279.00	Shelf for equipment
VM-1411	KRAMER	1:10 or 2x1:5 Composite & (B) Audio Distribution Amplifier	1	\$720.00	\$720.00	Parts to upgrade our AV room to more current technology
VM-1010	KRAMER	1:10 or 2x1:5 Composite Distribution Amplifier	1	\$995.00	\$995.00	Parts to upgrade our AV room to more current technology
RMBR300	SONY	Remote Control Unit for BRC-300	1	\$1,428.57	\$1,428.57	Remote for the system
		Freight	1	\$353.27	\$353.27	Shipping of parts
	Spinitar	Professional Services (installation, training, documentation, programming)	1	\$22,009.60	\$22,009.60	Installation, training, documentation, drawings, and programming
		Sales Tax	1	\$2,897.08	\$2,897.08	Sales tax on equipment
Total				\$64,179.52		

Thank you,

Nicole Guttridge

Nicole Guttridge

IT Manager

City of Elk Grove

ATTACHMENT 20

**FISCAL YEAR 2012-13
PEG FEE FUNDING REQUEST**

CITY OF FOLSOM



CITY OF
FOLSOM
DISTINCTIVE BY NATURE

April 12, 2012

Sacramento Metropolitan Cable Television Commission
901 H Street, Room 206
Sacramento, CA 95814

To Whom It May Concern:

Please consider this letter from the City of Folsom for replacing the aging audio/video equipment in our Council Chambers.

We are requesting:

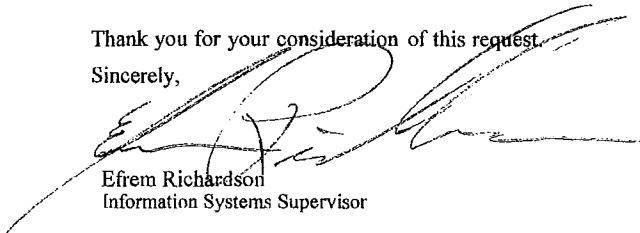
Eligible PEG equipment	\$ Amount	Comments
1) Audio Equipment	\$38,808.80	Proud Audio Quote
2) 4 SDI Output Cards	\$6,316.00	Amazon Quote
3) 4 Sony BRC2700 Cameras	\$33,560.00	Sony Product Page
	\$78,684.80	

I have attached a quote from Proud Audio-Visual, as well as product pages from amazon and Sony web site for prices.

We are requesting \$78,684.80 in funding. We are also requesting a 10% contingency for the project.

Thank you for your consideration of this request.

Sincerely,


Efrem Richardson
Information Systems Supervisor

60 NATOMA STREET FOLSOM,
CALIFORNIA 95630
WWW.FOLSOM.CA.US

ATTACHMENT 21

**FISCAL YEAR 2012-13
PEG FEE FUNDING REQUEST**

CITY OF GALT



Office of the City Manager

April 13, 2012

DELIVERED VIA EMAIL

Sacramento Metropolitan Cable Television Commission
Ms. Karen Lui, Administrative Services Officer

901 H Street, Suite 206
Sacramento, CA 95814

RE: PUBLIC, EDUCATION, AND GOVERNMENT (PEG) FACILITIES AND
EQUIPMENT FUNDING AVAILABILITY FOR FISCAL YEAR 2012-11

Dear Ms. Lui:

This letter is in response to your request for additional requests from the City of Galt for consideration as part of the FY 2012-13 Commission budget. After review of the information you provided and based on feedback we've received from MetroCable engineers that operate the video during Council meetings, we're seeking to improve our video. The City would like to propose the following new requests for funding:

Sound System Improvements: \$49,985 per budgetary estimate from Spinitar

Current audio equipment is over ten (10) years old and has become unreliable, often resulting in gaps in the recorded audio and overall poor quality for the viewing public. To improve overall reliability and performance of audio equipment and manageability by both MetroCable and City Staff, overhaul/replacement of sound system components in both control room and Council Chambers would include items such as cables, wiring harnesses, electronic racks, mixers, control electronics, amplifiers, speakers, and associated hardware to produce both PA audio for direct audio to Metro Cable and City Council Chambers.

Council Chamber Improvements: \$24,855 per budgetary estimate from S&S Construction and Phenix Print & Image

To improve video quality by reducing glare or other image detractors and improve contrasts and hues:

Very truly yours,

City Manager

Ms. Karen Lui, Administrative Services Officer

Page 2

April 13, 2012

Replacement or muting of paneling on the DAIS and the wall behind the DAIS


Replacement of the DAIS countertop

Replacement of the City Logo on the face of the DAIS

Please contact Matt Marcotte, IT Coordinator for the City of Galt, at 209-366-7108 or
for additional information or questions related to this request.

Sincerely,

CITY OF GALT


Jason Behrmann
City Manager

c: Matt Marcotte, IT Coordinator
Elizabeth Aguire, City Clerk



**CITY OF GALT
380 CIVIC DRIVE
GALT, CA 95632**

ATTEN: MATT MARCOTTE

SCOPE OF WORK: "MEDIA CONTROL ROOM"

SCOPE is to build new walls that will "enclose" the existing space that will house the Media Control equipment.

- Material & Labor to construct new walls**
- 4/4-gang outlets**
- relocate existing overhead lights**
- relocate "cold air return"**
- window for "viewing" (5'x3')**
- 2 future conduits in wall**
- fix (ALL) drywall repairs necessary to complete electrical in walls**
- New drywall on framed walls, complete through texture**
- repaint complete room (Kelly-Moore)**
- 36" fire rated door to match existing with door handle, etc. (match as close as possible)**
- Clean Daily**
- Job to be during business hours of City of Galt**

TOTAL: \$11,901

**Thank you,
Harold**

A handwritten signature in black ink, appearing to read "Harold Siler", is written over the printed name "Harold" in the "Thank you" block.

Harold Siler Construction, Inc. Lic. #963885

P.O. Box 1583 Lodi, CA 95241-1583

Cell 209.327.0332 Fax 209.333.1124 Email: silerconstruction@sbcglobal.net

ATTACHMENT 22

**FISCAL YEAR 2012-13
PEG FEE FUNDING REQUEST**

CITY OF RANCHO CORDOVA

Liu. Karen

To: Jay Hadley
Cc: Piper. Bill; Welborn. Donna; David McCoy; Riggs. Kristin; Mindy Cuppy; Davison. Bob
Subject: FY 2012-2013 Funding Request for PEG

Hello Jay,

Thank you for the timely request.

Per my previous e-mail, all FY 2012-13 PEG Fee Funding request will be forwarded our Board for review at their **June 7, 2012 annual budget meeting**. Upon Board approval, PEG Fee funding agreements will be prepared and sent out to all parties for signature. Once the Agreements are signed and returned to the Commission, approved funding for the identified PEG projects will become available.

Have a nice weekend!

Karen

From: Jay Hadley [mailto:jhadley@cityofranhocordova.org]
Sent: Friday, April 13, 2012 1:43 PM
To: Liu. Karen; Davison. Bob
Cc: Piper. Bill; Welborn. Donna; David McCoy
Subject: FY 2012-2013 Funding Request for PEG

Karen,

I forgot the Storage Unit for Video and have added to this request, please disregard the previous email.

Jay

Karen,

After meeting with Bill Piper and Donna Welborn, here is our request from the City of Rancho Cordova for the Fiscal Year 2012-2013 PEG Funding.

Expenditure Request	Estimated Cost
WolfVision Document Camera & Installation	\$25,000.00
Monitors	\$10,000.00
Audio Programming	\$5,000.00
HD Cameras	\$50,000.00
AMX Panel & Programming	\$20,000.00
Wiring	\$5,000.00
A/V Rack Consolidation	\$5,000.00
Network Storage for Video Streaming to Web	40000

Total Request \$160,000.00



Jay Hadley

IT Manager

City of Rancho Cordova

2729 Prospect Park Dr.

Rancho Cordova, CA 95670

(916) 851-8911

www.cityofranhocordova.org

ATTACHMENT 23

**FISCAL YEAR 2012-13
PEG FEE FUNDING REQUEST**

**CITY OF SACRAMENTO
(NEW CITY HALL)**



OFFICE OF THE
CITY CLERK

CITY OF SACRAMENTO
CALIFORNIA

HISTORIC CITY HALL
FIRST FLOOR
915 I STREET
SACRAMENTO, CA
95814-2604

May 14, 2012

PH. (916) 808-7200
FAX (916) 808-5144

www.cityofsacramento.org

Sacramento Metropolitan Cable Television Commission
Robert Davison, Executive Director
901 H Street, Suite 206
Sacramento, CA 95814

**RE: City of Sacramento – FY 2012-2013 PEG Fee Funding Request
City Hall Council Chamber (Revised)**

Dear Mr. Davison:

The City of Sacramento is requesting **\$24,314.00** in funding from the Sacramento Metropolitan Cable Television Commission for the replacement of existing equipment to improve the audio and video quality of the weekly City Council meeting broadcasts.

City Council Chambers Equipment Replacement

- Replace Wireless Microphone System
- Replace Multi-Channel rack monitors
- Replace overhead projector lamps
- Install single mode fiber from City Council Chambers Control Room to Cable 14
- Install single mode transceivers

Your consideration of the City's request for reimbursement is appreciated. Should you have any technical questions regarding this proposal, please contact Xavier Covarrubias, IT Supervisor, at (916) 808-8512. Or, should you have any other questions, I may be reached at (916) 808-5442.

Sincerely,

Shirley Concolino
City Clerk

Attch.

cc: Gary Cook, CIO
Xavier Covarrubias, IT Supervisor

ATTACHMENT 24

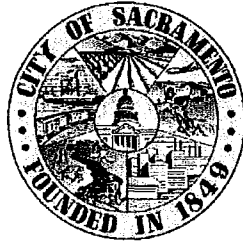
**FISCAL YEAR 2012-13
PEG FEE FUNDING REQUEST**

**CITY OF SACRAMENTO
(HISTORIC CITY HALL)**

RECEIVED

APR 12 2012

SACRAMENTO METROPOLITAN
CABLE TELEVISION COMMISSION



OFFICE OF THE
CITY CLERK

CITY OF SACRAMENTO
CALIFORNIA

HISTORIC CITY HALL
FIRST FLOOR
915 I STREET
SACRAMENTO, CA
95814-2604

April 12, 2012

PH. (916) 808-7200
FAX (916) 808-5144

www.cityofsacramento.org

Sacramento Metropolitan Cable Television Commission
Robert Davison, Executive Director
901 H Street, Suite 206
Sacramento, CA 95814

**RE: City of Sacramento – FY 2012-2013 PEG Fee Funding Request
Historic City Hall Hearing Room**

Dear Mr. Davison:

The City of Sacramento is requesting **\$152,987.07** in additional funding from the Sacramento Metropolitan Cable Television Commission. The funding is for up-grading the Historic Chambers Audio Visual System. The Historic Chambers is used as an overflow room for the City Council Chambers on meeting nights and various Commission meetings throughout the week.

• FY 2012-13 PEG Fee Funding Needs:

1.	System Design/Engineering	\$ 3,000.00
2.	Project management	\$ 2,500.00
3.	Remove Old Hardware	\$ 1,500.00
4.	Hardware Installation/Termination	\$ 13,450.00
5.	Install Acoustical Panels	\$ 300.00
6.	Install Media Press Plates etc.	\$ 1,500.00
7.	Digital Signal Processor Programming	\$ 2,000.00
8.	Crestron Installation/Programming	\$ 10,105.00
9.	System Testing	\$ 1,600.00
10.	Training	\$ 800.00
	Subtotal	\$ 36,755.00
11.	Supplies	\$ 6,495.00
12.	Equipment	\$100,035.00
13.	Freight	\$ 1,368.00
14.	Taxes	\$ 8,256.07
15.	CA EDISP Fees	\$ 78.00
	TOTAL	\$152,987.07

ATTACHMENT 25

**FISCAL YEAR 2012-13
PEG FEE FUNDING REQUEST**

COUNTY OF SACRAMENTO

**COUNTY OF SACRAMENTO
INTER-DEPARTMENTAL CORRESPONDENCE**

May 17, 2012

TO: Bob Davison, Executive Director
Metropolitan Cable Television Commission

FROM: Dennis Fong
Sacramento County Architectural Services Division

SUBJECT: Detail Information for Request for Consideration of Public Education and Government (PEG) Funding For the Sacramento County Board of Supervisors' Chamber Technology Upgrade

This is a revised request for PEG Funding for the Board of Supervisors' chamber technology upgrade. The current audio visual (AV), lighting, and camera equipment is outdated, subject to breakdown, and replacement parts are not available. The proposed project will upgrade, modify and install the following in the Board Chamber's:

- Audio Visual (AV) equipment including projector, small displays with speakers at the dais and other areas, flat panel vote results display, video inputs, video routing equipment, video outputs, audio system (new microphones, wireless receivers, amplifier, and assistive listening devices), control system and equipment cabinets.
- Lighting, lighting control panel and cameras.
- Reconfigure the dais to two tiers and modifications to include installation of new laminate countertop and access panels, new solid surfaces transaction top, level 3 bullet resistant fiberglass protection, security sliding gate, lectern, power, voice, back-lit County emblem, and data cabling and misc. floor, wall and ceiling repair.

Sacramento County Architectural Services Division (ASD) provided an estimate of \$447,600 to modify the dais and provide electrical for the AV, and camera equipment. Detailed breakdown is attached and shown in the table.

Anderson Audio, the vendor who provides sound and presentation services in the Board Chambers provided a cost of approximately \$348,670. Detailed breakdown is attached and shown in the table.

Sacramento Theatrical Lighting and Grider Electric Inc. provided a total estimate of \$60,810 to upgrade the lighting and electrical equipment. Detailed breakdown is attached and shown in the table.

MetroCable provided an estimate of \$180,000 to upgrade the camera equipment. Estimates are shown in the table.

The estimated project total is approximately \$1,037,080. These estimates were a collaborative effort of Anderson Audio, ASD, Sacramento County Department of Technology, Clerk of the Board, Sacramento Theatrical Lighting, Grider Electric, Inc. and staff of MetroCable 14.

JUSTIFICATION:

The Sacramento County Board of Supervisors' chambers is running on outdated AV, lighting and camera equipment and some of the equipment has no replacement parts.

Currently the dais is ill-equipped and some of the room features are not accessible to large hearing bodies. The proposed dais will have two tiers to accommodate large hearing bodies including new AV, lighting, and installation of bullet resistant fiberglass panels to the interior face of the dais behind the access panels for security protection for all hearing bodies.

The Sacramento County Board Chamber is used for approximately 1/3rd of all of MetroCable taped hours of programming. In 2010 there were a total of 112 meetings taped by MetroCable in the Board Chambers. Calculations show that 43% of MetroCable hours of taping were conducted in the Chambers with 34% of the total number of meetings taped in that meeting room.

TIMING & PHASING:

We anticipate completion of this project on the following schedule:

Design Development and final budget – 8 to 12 weeks

Engineering and Millwork Design Coordination – 8 to 12 weeks

Receipt of Equipment, Fabrication, and Programming – 4 to 8 weeks

Infrastructure Completed by County Staff – 2 weeks

AV Installation – 3 weeks

System Commissioning, Testing, Debug, Training – 1 week

Total Project Duration – 26 to 38 weeks (6.5 months to 9.5 months)

If the funding is approved there is a possibility the modifications to the dais can be completed during the winter recess for the Board of Supervisors. New camera installation can be completed anytime. A multi-year funding plan would be difficult since the modification to the dais is dependent on the electrical/AV work and vice versa.

Following is a breakdown of the cost estimate.

COST SUMMARY		
Construction		
<u>Demolition Work</u> Remove existing case work, spectator seating, side wall screens to accommodate new dais configuration.		\$10,000
<u>Casework</u> New Dais case work with plastic laminate countertop with hardwood edge, drawers, access panels, solid surface transaction top, modification at Clerk's desk, security gate, bullet resistant fiberglass panels, and new relocated lectern.		\$170,000
<u>Floor, Wall, Ceiling Surface</u> Minor carpet, wall and ceiling patch/repairs.		\$6,000
<u>Electrical</u> Modifications associated with the updated AV systems including voice and data cabling (\$15,000), misc. wall patch and ceiling repairs (\$5,000), power for side flat panels, conduit stub-outs, and x-ray floor.		\$30,000
<u>Additional AV, Lighting & Back-Lit County Emblem</u> Additional AV and lighting for two tier dais and back-lit County emblem on back wall.		80,000
<u>Hazardous Material Abatement</u> Removal and disposal of existing fresnel fixtures attached with exposed asbestos insulated wire.		\$20,000
Construction Subtotal		\$316,000
10% contingency		\$31,600
ASD Project Management, design services, JOC fees, labor, DERA, General Services, materials, inspection and labor compliance		\$100,000
Construction Total		\$447,600
Audio Visual (AV)		
<u>AV Equipment</u> Includes projector, small displays with speakers at the dais and other areas, flat panel vote results display; video inputs; video routing equipment; video outputs; audio system (new microphones, wireless receivers, amplifier, assistive listening devices); control system; equipment cabinet; Sales Tax and Shipping		\$222,699.53
Electronic Waste Fees		\$144
AV System Labor		\$125,825
AV Total		\$348,668.53
Lighting		
Sacramento Theatre Lighting		\$54,220
Grider Electric Inc.		\$6,590
Lighting Total		\$60,810
Cameras		
5 Fiber Optic Cameras (\$25,000/unit)		\$125,000
5 Robotic Head for Camera (\$3,500/unit)		\$17,500
5 Special Camera Lenses (\$7,500/unit)		\$37,500
Camera Total		\$180,000
GRAND TOTAL		\$1,037,078.53

Equipment specifics are attached from ASD, Anderson Audio/Visual, Sacramento Theatrical Lighting, and Grider Electric, Inc.

ATTACHMENT 26

**FISCAL YEAR 2012-13
PEG FEE FUNDING REQUEST**

ACCESS SACRAMENTO

2012-13 Budget and SMCTC Funding Request

Access Sacramento anticipates another productive year of “Hometown-TV” community events and “Game-of-the-Week” high school and college sports - a continuing success story for SMCTC and Access Sacramento producing 60-70 events per year. Thanks to help from The California Endowment, NNB facilitation has been expedited. The involvement of U.C. Davis, Tower of Youth and the Sacramento Educational Video Awards youth programming on AccessLocal.tv has added hundreds of youth created videos to the site. To continue this wonderful success and expand our volunteer program productivity, the Board of Directors recommends SMCTC’s consideration and approval of the requested Operations and Capital budgets below. Here are Board determined guidelines built into the creation of this budget.

- **No additional Operations or Equipment Purchase or Lease funds are requested from SMCTC. However, the budget does reflect a 2% cost of living increase for regularly scheduled staff to be paid for by expanded fundraising efforts lead by the Board of Directors. This will be the first COLA in four years.**
- **Additional fundraising revenue shall be generated by (a) increasing sponsorships for the 13th Annual “Place Called Sacramento” Film Festival and (b) by organizing a major fund raising event in Spring 2013 known as the “My Voice Counts” Awards**
- **The status quo SMCTC Operations grant funding for Access Sacramento of \$489,211 includes the continuation of the HT-TV and the GOTW.**
- **Status quo capital purchases and facilities lease line items totaling \$79,000.**
- **\$50,000 from the PEG Equipment Grant is paid to the City of Sacramento for our annual room lease agreement at the Coloma Center.**
- **Status quo Capital and Facilities Fund requests for video and audio production equipment totals \$288,000 in fiscal year 2012-13.**
- **\$50,000 in third year operations funding from the California Endowment to further NNB’s and youth involvement in South Sacramento at no cost to SMCTC.**
- **Seek additional grant funding with our institutional partners – the Public Library, Nonprofit Resource Center, and City of Sacramento Neighborhood Services to expand the training program for the “Neighborhood News” project.**

Capital and Facilities Funding Request - 2012-13 Budget Sacramento Metropolitan Cable Television Commission

Access Sacramento respectfully requests SMCTC funding for the following items from the Franchise Fee Revenues and the designated PEG Agency Capital and Facilities Franchise Fee for the fiscal year 2012-13. We would also request consideration of a three-year plan (through June 30, 2015) to better serve your constituents by implementing the “Hub-Spoke-Wheel” plan outlined above. Unless warranted by unforeseen circumstances, the following budget would essentially remain “status quo” during this three-year period.

<u>Total Request for Existing Capital and Facilities</u>	<u>2012-13</u>
Coloma Center Lease	\$ 48,000
New Production Equipment	5,000
Replacement Equipment	11,000
Office Equipment	10,000
Office Software	5,000
TOTAL Existing Capital Budget Request	\$ 79,000

Total Request for New Capital and Facilities Upgrades	2012-13
Newtek Tricaster "Green Studio" Hub Sites (2)	\$66,000
Portable Cameras and Video Editing for "Spoke" Organizations (12)	54,600
"MVC" Production Equipment Incentives for Volunteers in "Wheel"	12,500
Lease Space and Broadband Connectivity for "Hub & Spoke" Sites	5,900
Community Radio "The Voice"	21,000
Access Sacramento Office Expansion Helps Support Coloma Center	15,400
NNB Systems Integration and Leased Broadcast Server Project	39,000
"Hub-Spoke-Wheel" Neighborhood News Bureaus	30,600
"Live" On-Location Productions Using Leased Cell Phones	18,000
TOTAL New Capital and Facilities Upgrades	\$288,000

Process of Developing Budget Requests

Access Sacramento surveyed our "Neighborhood News" partner organizations, explored new institutional partners, and our own staff, Board, and volunteers to compile the list.

We divided the list into specific "projects" or work areas (a) maintaining our current, successful production capabilities (Truck, Studio, Radio, Volunteer Training, and Office) and (b) strengthening these resources by implementing new production strategies, using new technology (Tricaster, "Green Studio" and leased Video Content Management Equipment) to build the Neighborhood News Bureaus, creating new digital content and potential new revenue.

Project: Newtek Tricaster "Green Studio" Hub Sites (2)

Currently only one "Green Studio" exists at the Coloma Community Center and one is planned for installation at the Central Library in May, 2012. We would add a new "Tricaster Green Studio" to two additional locations in Sacramento County (Asian Resources on Stockton Blvd. and Nonprofit Resource Center in Natomas). Partner organizations would be responsible to assist in costs for acquisition of electric power, broadband connectivity, and lease of physical space (approximately 250 square feet minimum).

High Definition (HD) Tricaster Model ---- with keyboard (2) @ \$17,500 ea.	\$35,000
Two HD Sony Robotic Cameras & control systems (2 sites) @ \$8,000 ea.	\$16,000
Monitors, intercom, LED lights, chroma-key background (2 sites) @\$7,500	\$15,000
Total Tricaster Green Studios (2)	\$66,000

Project: Portable Cameras and Video Editing for "Spoke" Organizations (12)

2012 status: South Sacramento NNB partners have found good use of desktop computers with Sony Vegas editing software. Cameras required are a combination of inexpensive HD "Flip" cameras for easy and highly portable projects plus a higher quality Sony camcorder with XLR audio connections, wireless microphones, lights and tripod. Each "Spoke" organization (12 planned) will receive the following:

Video Editing desktop or laptop computers (12 sites) @ \$1,750 ea.	\$21,000
HD Sony Camcorder with tripod, mics and lights (12 sites) @ \$2,500 ea.	\$30,000
Two HD Flip Cameras (\$150 ea.) with built-in mic (12 sites) @ \$300 each	\$ 3,600
Total Cameras and Editing for "Spoke" Organizations	\$54,600

Project: “MVC” Production Equipment for Award Winning Volunteers in “Wheel”

During the year, productivity measurements will determine individual participants successfully uploading video content to the site and sharing programs on cable channel 17 & 18. We are working with our youth media partners TOY and SEVA and UC Davis to create a “My Voice Counts” - MVC Awards. This new honor system will be developed to encourage productivity in partnership with our youth partners and also to provide incentives for adult participation with Sac Press, the Sacramento Bee, the Neighborhood Associations, and other video media partners now in development. Production equipment provided in this category of “MVC award winning videos” might include: camcorders, editing software, “Flip” cameras, Apple i-Pads, digital cameras, etc. We will also seek “matching funds” from equipment vendors, larger media organizations, and other funding sources (subject to review and approval of SMCTC staff).

Total “MVC” equipment budget

\$12,500

Project: Community Radio “The Voice”

There are no radio frequencies available in Sacramento County for “over the air” broadcasting of community radio. In this void, our cable community radio has been the only viable option for more than 20 years. “The Voice” of Sacramento has trained hundreds of local residents how to produce community radio. Community radio is transmitted via cable television, on our bulletin board and on the Second Audio Program (SAP) of channel 17. To reach the largest possible audience of cable and non-cable households, we “stream” local community radio 24/7 on our web site www.AccessSacramento.org.

2012 status: Access Sacramento currently has a lease agreement for “Live 365” providing Internet streaming and music copyright clearances under the federal Millennium Copyright Act. “Live 365” permits our radio producers to share their programs with audiences on the cable system and via the hundreds of simultaneous listeners via the Internet. We are submitting a low-power FM license application to the Federal Communications Commission later in the year. If accepted, we would extend our cable radio signal to a radius of three miles from the Coloma Community Center. We propose to continue our “Live 365” streaming of our cable radio and earmark funds for extending “The Voice” with the addition of a LP-FM frequency in the 2012-13 fiscal year. The \$15,000 earmarked for LP-FM related costs will be repaid to the organization through fundraising efforts specifically targeted for this purpose.

“Live 365” Service agreement \$500 per month x 12 months

\$ 6,000

Cable, antenna, and hardware for LP-FM Distribution of “The Voice”

\$15,000

Total “The Voice” Radio Distribution Upgrade

\$21,000

Project: Access Sacramento Office Expansion Helps Support Coloma Center

The Access Sacramento office is the center for receiving programs, signing up new members, enrollment in our training workshops, building content on our web site, scheduling programs on the cable channels, “burning” DVD copies of requested programs, and much more. Access Sacramento pays the City of Sacramento to lease our office space in The Coloma Center. We are adding a fifth room permitting much needed classroom space, additional storage and a space for

studio guests to sit comfortably without blocking traffic by standing and waiting in the Coloma hallways.

IKON copier lease @ \$5,000 per year	\$ 5,000
Additional leased room space payable to City of Sacramento	<u>\$10,400</u>
Total Access Sacramento Office	\$15,400

Project: Coloma Television Studio

New LED lights last ten times longer, produce far less heat, and use 90% less electricity for the same level of light. We will gradually replace our incandescent lights in the studio over the next two years.

10 pieces LED lights \$2,500 each total	<u>\$25,000</u>
Total Coloma Television Studio	\$25,000

Systems Integration of Project: Neighborhood News Bureaus – Hub-Spoke-Wheel

Current status: We have built a central web site (www.AccessLocal.tv) to receive regular video/audio/text neighborhood updates from five (5) community centers in South Sacramento County – La Familia Counseling, Asian Resource Center, Valley Hi Library, Florin Creek Community Center and the Pannell Center in Meadowview. We have completed multiple sessions “training their trainers” using our media lab resources and theirs.

As described in the “Hub-Spoke-Wheel” introduction, we have learned many lessons in the first two years of operation. Perhaps the single most important lesson is the importance of identifying institutional partners with technical and reporting personnel already a part of their team. Access Sacramento does not yet have the dedicated “mentorship only” personnel needed to train unskilled community reporters full time. However, organizations such as the technical staff of the Public Library, communications officers with school districts, public information officers, high school and college journalism classes, quickly incorporate the required mix of hardware and software skills necessary to immediately participate after a few hours of training. In turn, “AccessLocal.tv” and our cable channels are routinely “watched” by local media for “leads” to be followed up by professional journalists. The RSS feed currently provides NNB stories directly to KXTV News10 “My Neighborhood” and to the Sacramento Bee’s “Sacramento Connects” aggregated blog sites. We continue to promote the RSS feed strategy of acquiring new content from “community reporters,” to other local major media organizations.

To “host” the robust, open source, video “on-demand” web site, Access Sacramento has successfully contracted server capacity from Video Streaming Services Company. By leasing Public Access Video Content Management Equipment, VSSC has successfully provided state-of-the-art server hardware, ongoing engineering support, maintenance of the servers and the web site architecture. The cable television programming created in our studios combined with video content remotely delivered to us via the Internet from neighborhood centers is a model carefully reviewed by other communities within our County and by other community media centers throughout California. Why are others so interested?

- Instead of building multiple community media centers throughout the County costing millions of dollars to construct and maintain, www.AccessLocal.tv will coordinate current resources, work with existing agencies and their staff and volunteers, and create

digital “community reports” on our cable channels and streamed throughout the world via Internet streaming of our cable channels.

- Two new “Hub” sites, each hosting a “Tricaster Green Studio” will be added in the coming year. This growth will expand the “Neighborhood News Bureau” network to expand services in South Sacramento and add the Natomas region of Sacramento.
 - By obtaining and sharing relevant local information starting in South Sacramento County, we are attempting to address the 40% of the population not currently using the Internet, continuing to fulfill our mission to “give voice” to those people and events too often overlooked or misrepresented by commercial media.
 - We will bridge the transition from exclusive cable content production and delivery to interactive online and “smart phone” originated and distributed information.
 - Once established, we anticipate that over the next three years, other incorporated Sacramento County communities will be added to the NNB network. By installing three “Green Studios” per year, we will soon be able to add Rancho Cordova, Citrus Heights, Folsom, Elk Grove, Galt and other neighborhoods via this initiative.
-

Project: Continuation of NNB Server Lease and Maintenance Program

Video Streaming Services Company (VSSC) will continue as the hardware systems acquisition, video ingestion and broadcast systems integrator for the “Neighborhood News” project. VSSC has provided lease-to-own server capacity and ongoing systems integration since the beginning of the “NNB” project. VSSC proposes to continue providing hardware systems acquisition and development of the digital video ingestion and broadcast server hardware developed as part of the core NNB project with no increase in monthly costs over previous years.

NNB Systems Integration and Broadcast Server Project - \$3,250 per month

Total Cost of Annual server System Integration $\$3,250 \times 12 =$ \$39,000

Project: “Hub-Spoke-Wheel” Expanded NNB Integration 2012-13:

For 2012-13, the NNB Project is proposing to add hardware including two (2) NewTek Tricaster video switchers and other equipment required to expand the news gathering capacities of the community journalists and participants. VSSC owns and operates its own video equipment identical to that contemplated for expansion of the NNB content development. Under this agreement, VSSC shall provide the following additional hardware extended warranties, expanding NNB news development and collection capabilities:

1. Assist Access Sacramento in Newtek Tricaster and “green studio” hardware acquisition
2. Hardware technical procurement, distribution, installation and management
3. Facilities improvements for two sites hosting “green studios”
4. Installation setup, test, and configuration of all new NNB equipment as it is received and put into production
5. Installation and integration of new NNB location equipment with NNB Video Servers
6. Installation and Integration of video ingestion systems to allow secure and seamless video news clips to be added to the NNB video content servers over the Internet and locally at the Access Sacramento Coloma studios for viewing on cable channels 17 & 18

7. Installation of on-line documentation for video capture and ingestion between news gatherers and NNB video servers
8. Additional equipment necessary to network and improve existing Internet streaming on Channels 17 and 18 enhancing picture quality
9. Installation of secure file sharing for video content and programming externally and internally at Access Sacramento, thus simplifying work flow for staff and volunteers
10. Rental of video training equipment within 90 days of the project start date.
11. Rental of additional training equipment as new hardware is added to the various locations within 90 days of the start date of the project.
12. Hardware improvements to allow changes to remote NNB video ingestion requirements
13. Expansion of NNB video servers to accommodate rapid growth of video content storage

Timeline to complete above tasks:

- The balance of the items will be driven by a schedule determined with Access Sacramento and VSSC, each of the end user locations (Asian Resources, Inc. and The Nonprofit Resource Center), and the completion of equipment acquisition.
- Continuing support will be ongoing and training will occur once each system is deployed and the Neighborhood News upload integration is complete.
- Each system shall be operational within 90 days following receipt of equipment at each remote site.

“Green Studio” NNB Integration Project Cost: \$2,550 per month

Total for New NNB Site Integration and Service \$2,250 x 12 months = \$30,600

“LIVE” Remote Productions with Cell Phone Connectivity to Coloma Studio Playback

Advances in “electronic news gathering” (ENG) television signal transmission technology permits cellular telephone connectivity to carry broadcast quality video uplinks of “live” broadcasts. Instead of requiring a cable “I-Net” (Institutional Network) or expensive broadcast television microwave truck, we will seek a favorable lease contract to utilize multiple bonded wireless cell phone networks, designed to carry television programming “live” from venues throughout Sacramento County. The resulting “box” is small enough in size to fit into a small backpack and is highly portable. Cell phone “three-bars” are ubiquitous throughout Sacramento County. In fact, many high school football light towers serve as cell phone antenna sites.

Beginning with the fall 2012 football season, we will be able to “live” transmit Friday night football games on channel 17 at 8:00 PM. Subject to strong cell phone connectivity at each production site and permission from the event organizers to be carried “live”, we estimate a minimum of 20 events (Game-of-the-Week, Hometown-TV, and special Neighborhood News partner events) will be cablecast “Live” in 2012-13. Several local and national vendors offer similar services and we shall use a competitive bid process to determine the right organization for this project. Using standard rates being quoted by these services we estimate the monthly lease to be approximately \$1,500.

Leased Use of Cell Phone “Live” Television Signal Transmission \$1,500 per month

Total Lease “Live” Transmission Service for 2012-13 = \$18,000

ACCESS SACRAMENTO PROPOSED BUDGET 2012-13

Operations – Capital/Facilities – Comparison Budget from 2011-12

The 2012-13 budget requests funding from SMCTC for Operations of \$489,211 and Capital & Facilities Funding of \$288,000 in fiscal year 2012-13. There is a slight increase in Operations funding thanks to grants such as the California Endowment grant and additional fundraising efforts by the Board of Directors. The budget below is divided into five columns: (a) detailed chart of all accounts, (b) 2012-13 Operations Budget, (c) 2012-13 Capital & Facilities, (d) 2012-13 total budget including Operations and Capital Equipment and for comparison purposes, (e) 2011-12 total budget for Operations and Capital & Facilities.

Chart of Accounts	2012-13 OP	2012-13 CAP	2012-13 All	2011-12 All
REVENUE				
SMCTC Operations Grant	\$489,201		\$489,201	\$489,201
Interest Income	\$1,000		\$1,000	\$1,500
NNB fees & fundraising	\$15,000		\$15,000	\$5,000
Membership Fees	\$23,250		\$23,250	\$23,250
Fundraising	\$12,275		\$12,275	\$5,000
User Rental Fees	\$14,000		\$14,000	\$14,000
Training Class Fee	\$9,000		\$9,000	\$6,000
Contracted Productions	\$16,000		\$16,000	\$20,000
Cash donations	\$4,000		\$4,000	\$3,000
Program Underwriting	\$7,500		\$7,500	\$7,500
Grants	\$55,000		\$55,000	\$55,000
Film Festival	\$10,000		\$10,000	\$8,000
1% PEG Annual Capital		\$79,000	\$79,000	\$79,000
1% PEG CAPITAL 1 of 3 years	\$0	\$288,000	\$288,000	\$288,000
TOTAL REVENUE	\$656,226	\$367,000	\$1,023,226	\$1,004,451
EXPENSES				
PERSONNEL				
COLA	\$0	2% COLA	\$0	\$0
Executive Director	\$70,752		\$70,752	\$69,365
Office Coordinator	\$26,775		\$26,775	\$26,250
Digital Media Coord.	\$28,560		\$28,560	\$16,380
Operations Director	\$50,532		\$50,532	\$49,541
Chief Technician	\$18,156		\$18,156	\$15,300
Radio Prog. Director	\$23,715		\$23,715	\$17,695
Television Prog. Director	\$36,706		\$36,706	\$35,986
Playback-Prod. Coordinator	\$23,547		\$23,547	\$23,085
Multimedi Proj Coord	\$25,986		\$25,986	\$25,476
HT-TV & NNB Underwriting	\$20,000		\$20,000	\$25,000
HT-Community Outreach	\$6,000		\$6,000	\$10,000
HT & GOTW Prod. Crew	\$65,000		\$65,000	\$70,839
Grant Admin.	\$50,000		\$50,000	\$50,000
Temp. Prod, NNB, Office	\$27,500		\$27,500	\$30,000
TOTAL PERSONNEL	\$473,229		\$473,229	\$464,917

PS BENEFITS				
Payroll Taxes	\$28,917		\$28,917	\$28,350
Medical Insurance	\$36,720		\$36,720	\$36,000
Retirement Plan	\$10,000		\$10,000	\$10,000
HT-TV Payroll Expense	\$1,750		\$1,750	\$1,750
Workers Comp.	\$7,000		\$7,000	\$7,000
TOTAL PS BENEFITS	\$84,387		\$84,387	\$83,100
FACILITIES				
Security and Storage	\$4,000		\$4,000	\$3,500
Utilities (SMUD)	\$12,000		\$12,000	\$10,000
Insurance	\$15,500		\$15,500	\$14,000
TOTAL FACILITIES	\$31,500		\$31,500	\$27,500
SERVICES & SUPPLIES	2012-13 OP	2012-2013 CAP	2012-13 ALL	2011-12 ALL
Office Supplies	\$3,600		\$3,600	\$3,600
Phone and Computer line	\$7,000		\$7,000	\$6,000
Postage, General	\$2,500		\$2,500	\$2,500
Printing, General	\$2,500		\$2,500	\$1,500
Publications & Memberships	\$1,500		\$1,500	\$1,500
Accounting & Annual Audit	\$14,000		\$14,000	\$14,000
Legal and Consultants	\$750		\$750	\$750
Community Relations	\$8,000		\$8,000	\$7,000
Mileage, Parking, Travel	\$2,500		\$2,500	\$2,500
Promo & Advertising	\$8,500		\$8,500	\$8,500
Interest Expense	\$250		\$250	\$250
Training	\$1,000		\$1,000	\$1,000
TOTAL S&S	\$52,100		\$52,100	\$49,100
PRODUCTION & PROGRAMMING				
Festival of Cinema	\$3,500		\$3,500	\$3,500
Video & Audio Tape	\$2,500		\$2,500	\$1,500
Mobile Truck Maintenance	\$7,000		\$7,000	\$5,000
Program Guide/Viewfinder	\$1,000		\$1,000	\$1,000
TOTAL P&P	\$14,000		\$14,000	\$11,000
Contingency	\$260		\$260	\$834
Student Stipends	\$750		\$750	\$1,000
TOTAL Ed - Contingency	\$1,010		\$1,010	\$1,834
TOTAL OP EXPENSES	\$656,226		\$656,226	\$637,451

FIXED ASSETS & LEASES				
Existing CAP Budget				
Coloma Lease and Rentals		\$48,000	\$48,000	\$48,000
New Prod. Equipment		\$5,000	\$5,000	\$5,000
Replacement Equipment		\$11,000	\$11,000	\$11,000
Office Equipment		\$10,000	\$10,000	\$10,000
Office Software		\$5,000	\$5,000	\$5,000
Total CAP existing budget		\$79,000	\$79,000	\$79,000
1% PEG CAP New Expenditures				
HT-TV & GOTW (new)				
Green Studio Tricasters (2)		\$66,000	\$66,000	
“Spoke Pro. Kits (12)		\$54,600	\$54,600	
“Wheel MVC” incentives		\$12,500	\$12,500	
Lease/Broadband "H-S-W"		\$5,900	\$5,900	
Radio "The Voice"		\$21,000	\$21,000	
Coloma Office		\$15,400	\$15,400	
Coloma TV Studio		\$25,000	\$25,000	
NNB Broadcast Servers		\$39,000	\$39,000	
"Hub & Spoke" Integration		\$30,600	\$30,600	
"LIVE Truck" Connectivity		\$18,000	\$18,000	
Total CAP New Budget		\$288,000	\$288,000	\$288,000
	2012-13 OP	2012-2013 CAP	2012-13 ALL	2011-12 ALL
TOTAL All Expenditures	\$656,226	\$367,000	\$1,023,226	\$1,004,451

ATTACHMENT 27

**FISCAL YEAR 2012-13
PEG FEE FUNDING REQUEST**

CAPITAL PUBLIC RADIO



April 12, 2012

Mr. Robert Davison, Executive Director
Sacramento Metropolitan Cable Television Commission
901 H Street, Room 206
Sacramento, CA 95814

Re: Request for funding FY 2012-2013

Dear Mr. Davison & Sacramento Metropolitan Cable Television Commissioners,

The Sacramento Metropolitan Cable Television Commission has continued to provide substantial annual support to Capital Public Radio since 1989. The Sacramento Metropolitan Cable Television Commission's ongoing financial commitment has made a significant impact on the quality and diversity of programs and services that we are able to bring every day to the greater Sacramento community throughout our ongoing partnership.

Annual funding allows Capital Public Radio to proudly provide not only the very best in NPR programming, but also includes:

- ◆ 24 hour music programming including daily classical music, evening jazz and local music program such as *"At the Opera,"* a weekly locally hosted show providing opera music and educational commentary;
- ◆ Our award winning, locally produced daily news reports – we were presented 4 more Edward R. Murrow awards this week!
- ◆ Our locally produced and innovative daily public affairs program, *"Insight"* with new host, Beth Ruyak.
- ◆ Our Capitol News Bureau and the California Capitol Network, an innovative and well-respected news bureau that covers both the state legislature and local government that provides reports to more than 50 stations in California, Southern Oregon, and Western Nevada.
- ◆ Locally produced music programs like *"Mick Martin's Blues Party, Blue Dog Jam, Acid Jazz,"* and
- ◆ 24 hour online streaming of Jazz and Classical Music.

7055 Folsom Blvd • Sacramento • CA 95826 • (916) 278-8900 • capradio.org

90.9 KXJZ Sacramento 91.3 KUOP Stockton 90.5 KKTO Tahoe/Reno 88.1 KQNC Quincy
88.9 KXPR Sacramento 91.7 KXSR Groveland 88.7 KXJS Yuba/Sutter



In order to continue providing community programming at the current level, Capital Public Radio is requesting a grant in the amount of **\$20,586** from the Sacramento Metropolitan Cable Television Commission for general operations.

The request for funding for **general operations** will support any one of the following services:

- Approximately 35% of the cost of our freelance reporters and commentators who cover a variety of local issues including news and arts and cultural information and education, or
- Approximately 2% of the personnel cost of our news department, or
- Approximately 11% of the personnel cost of our classical music hosts, or
- Approximately 10% of the personnel cost of our jazz hosts, or
- The annual cost of the *Mick Martin's Blues Party* (weekly four hour show), *Blue Dog Jam with Nick Brunner* (weekly four hour show of AAA and Indie music including local bands) or our *Night at the Opera with Sean Bianco* (weekly four hour show).

Capital Public Radio has delivered superior-quality news and music programming to Northern California for more than 30 years. What began as KXPR in 1979 is today a seven-station network broadcasting to more than 470,000 listeners each week, with our core group of listeners in the Sacramento region. Capital Public Radio is a private, nonprofit, community based organization, and we are affiliated with California State University, Sacramento (Sac State). However, it is important to note, we receive no funding from Sac State.

Capital Public Radio is recognized as one of the premier public radio groups, serving the nation's 26th largest radio market. We broadcast daily news and talk programs from National Public Radio (NPR), Public Radio International (PRI) and American Public Media (APM), as well as from our own award-winning news department. Signature programs such as *Morning Edition*, *All Things Considered*, *Marketplace*, *Insight*, *A Prairie Home Companion* and more are all part of Capital Public Radio. On the music side, Capital Public Radio offers hundreds of hours of locally-originated classical, jazz and blues music each week.

As part of our recognition for your support, the Sacramento Metropolitan Cable Television Commission is acknowledged a minimum of once per week on our stations, 90.9 FM and 88.9 FM for a total of 104 announcements per year. The Sacramento Metropolitan Cable Television Commission logo and website has also been linked on our website, capradio.org, as well.

7055 Folsom Blvd • Sacramento • CA 95826 • (916) 278-8900 • capradio.org

90.9 KXJZ Sacramento 91.3 KUOP Stockton 90.5 KKTO Tahoe/Reno 88.1 KQNC Quincy
88.9 KXPR Sacramento 91.7 KXSR Groveland 88.7 KXJS Yuba/Sutter



On behalf of all of us at Capital Public Radio, I wish to express my appreciation for the many years of faith you have placed in us, and for this opportunity to request your continued support.

Please feel free to contact me at your earliest convenience if you need additional information or have any questions.

Very truly yours,

Rick Eytcheson
President & General Manager

Attachments (1)
Proposed Budget

Sacramento Metropolitan Cable Television Commission
Funding Request for Fiscal Year 2012-2013
Capital Public Radio: Proposed Budget
April 12, 2012

	Funds requested from SMCTC	Capital Public Radio Match (cash & inkind)	TOTALS including Match
General Operations			
<u>Salaries & Benefits</u>	\$ 17,824	\$ 258,325	\$ 276,150
Approximately 7% of the personnel cost of our music department: salaries & benefits			\$ -
<u>Other Expenses</u>		\$ 12,000	\$ 12,000
To provide weekly on air messages on Capital Pubic Radio stations, "We get support from..." and web link for SMCTC			
One message /month on 90.9 & 88.9 X \$100/ message X 12 months plus 52 weeks weblink and SMCTC logo on capradio.org			
General Operations Total	\$ 17,824	\$ 270,325	\$ 288,150
3. Indirect expenses: 10% of Personnel to cover overhead costs	\$ 2,762	\$ 24,853	\$ 27,614
GRAND TOTAL OF OPERATIONS REQUEST	\$ 20,586	\$ 295,178	\$ 315,764
TOTAL Request to SMCTC:	\$ 20,586		

ATTACHMENT 28

**FISCAL YEAR 2012-13
PEG FEE FUNDING REQUEST**

KVIE



KVIE Public Television
2030 W. El Camino Avenue
Sacramento, CA 95833
phone 916.929.5843
fax 916.929.7215

April 13, 2012

Sacramento Metropolitan Cable Television Commission
901 H St, Suite 206
Sacramento, CA 95819

Dear Commission Members:

The grant KVIE receives from SMCTC is one of the single largest grants from any one funder during our fiscal year. We appreciate your support of our KVIE2 service to viewers in Sacramento County. Because of your support through the 1% PEG fee collection, we are able to fund necessary capital projects that not only preserve our service but also strengthen it. By once again making an all-capital request and forgoing the base operations grant we've received in the past, we are hopeful it provides the Commission with greater flexibility in how it distributes funding elsewhere.

Our initial request last year was for \$698,500. Following an initial review of the budgets, we were asked to reduce it and provided our approved request of \$498,500. With the delay in equipment purchases, we are hopeful they can be included in this year's disbursement through the directed 1% PEG fee.

Our request includes four project areas relating to content creation and dissemination for KVIE2 and totals \$857,000:

- **Video Monitor Replacements** – We have two areas that need new video monitors. We need to replace 14 analog black and white CRT monitors used to monitor the various tape machines and other equipment in the video tape room. All are over 10 years old and are past end-of-life (\$24K). In the Production Control room we need to replace the two multi-view monitors that are at end-of-life and add two evaluation monitors (\$39K). Total cost \$63,000.
- **Master Control** – We need to replace the automation system and branding engines used to disseminate content on KVIE2. This replaces hardware and software that are past end-of-life and in some cases no longer supported by the manufacturer. Total cost \$275,000.
- **Production** – Much of our production editing system is at or past end-of-life. We need to upgrade our closed caption workstation used to produce and insert closed captions into content (\$10K). We need to add 6 digital disc recorders used for multi-camera video capture. These captured files would then be used in the non-linear edit system to produce finished content (\$36K). We need to replace incandescent studio lighting with energy efficient LED studio lighting fixtures. Replacement LED lighting is 10 times more efficient than incandescent (\$120K). We need to add a studio camera chain in our studio production system to allow 4 camera productions for programs like Studio Sacramento, which routinely has multiple guests (\$125K). We need to replace the main edit storage system (SAN), which is 6 years old and past end-of-life (\$100K). We need to replace end-of-life hardware and software for the non-linear edit bays (\$100K). Total cost \$491,000.
- **Field Production** – A new vehicle is needed to replace an end-of-life one for use in transporting personnel and equipment to field shoot where content is acquired for local programs (\$28K).

Again, thank you for supporting KVIE with continued funding for KVIE2 that provides Sacramento County residents with quality, educational television that unites them and connects them to the world around them.

Sincerely,

David Lowe
President & General Manager

Attachment: KVIE Budget

KVIE Budget Report
Fiscal Year 2012/2013

KVIE Total		FY2013 DRAFT Budget
Revenue Sources		
SMCTC Capital Grant - Video Monitor Replacements	\$	63,000
SMCTC Capital Grant - Master Control	\$	275,000
SMCTC Capital Grant - Production	\$	491,000
SMCTC Capital Grant - Field Production	\$	28,000
<i>SMCTC Capital Grant - Total Request</i>	\$	857,000
Dues/Memberships/Fees	\$	5,682,434
Interest	\$	45,000
Other	\$	7,297,947
Total	\$	13,882,381
Expenditures		
Personnel	\$	4,084,618
Services & Supplies/Operations/G&A	\$	8,796,615
Grants/Scholarships	\$	-
Fixed Assets/Equipment	\$	1,662,600
Total	\$	14,543,833

Please Note:

Staff is working on the FY13 Budget and plans to submit a balanced budget to the KVIE Board for expected approval by 6/30/2012.

Please see the accompanying cover letter for explanations of the equipment grant requests.

KVIE Budget Report
Fiscal Year 2012/2013

KVIE Total	FY2013 DRAFT Budget
Revenue Sources	
SMCTC Capital Grant - Video Monitor Replacements	\$ 63,000
SMCTC Capital Grant - Master Control	\$ 275,000
SMCTC Capital Grant - Production	\$ 491,000
SMCTC Capital Grant - Field Production	\$ 28,000
<i>SMCTC Capital Grant - Total Request</i>	<i>\$ 857,000</i>
Dues/Memberships/Fees	\$ 5,682,434
Interest	\$ 45,000
Other	\$ 7,297,947
Total	\$ 13,882,381
Expenditures	
Personnel	\$ 4,084,618
Services & Supplies/Operations/G&A	\$ 8,796,615
Grants/Scholarships	\$ -
Fixed Assets/Equipment	\$ 1,662,600
Total	\$ 14,543,833

Please Note:

Staff is working on the FY13 Budget and plans to submit a balanced budget to the KVIE Board for expected approval by 6/30/2012.

Please see the accompanying cover letter for explanations of the equipment grant requests.

ATTACHMENT 29

**FISCAL YEAR 2012-13
PEG FEE FUNDING REQUEST**

**SACRAMENTO EDUCATIONAL CABLE
CONSORTIUM (SECC)**

15
16

April 11, 2012

Bob Davison
Executive Director
Sacramento Metropolitan Cable Television Commission
901 H Street, Suite 206
Sacramento, California 95814

RECEIVED

APR 16 2012

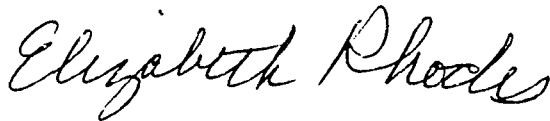
SACRAMENTO METROPOLITAN
CABLE TELEVISION COMMISSION

Dear Bob:

Attached is the SECC request for one time funding from the PEG fees. It is a duplicate of SECC's non-funded request from last year for production equipment, although we have provided an updated list. As we discussed last year when you requested SECC reduce the requested amount, this one time equipment replaces SECC's old field production equipment. SECC is hopeful that this year the Commission will be able to fund the balance of last years request.

SECC appreciates the opportunity to submit the request and the continued support of the Commission for all PEG activities.

Sincerely,



Elizabeth Rhodes
Executive Director

Cc: SECC Board of Directors
encl

2012-13 PEG FEE Request

Cameras (suggested equipment)

Sony PMW-320K XDCAM EX HD Camera Package	\$16,600.00	Main Camera
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Video Switcher (suggested equipment)

\$15,000.00

Blackmagic Design ATEM 1 M/E Production Switcher	Production Switcher
--	---------------------

**** Blackmagic Design ATEM 1 M/E Broadcast Panel	Control Panel for Switcher
---	----------------------------

Blackmagic Design ATEM Camera Converter	Converter Box for Analog Sources
---	----------------------------------

Blackmagic Design Mini Converter - UpDownCross	Converter Box for HD to SDB&H
--	-------------------------------

Blackmagic Design DVI Extender	DVI to SDI Converter
--------------------------------	----------------------

Blackmagic Design Hyperdeck Studio SSD Deck	Recorder for Switcher
---	-----------------------

Blackmagic Design Hyperdeck Shuttle SSD Deck	Portable Playback Unit for Computer Transfer
--	--

Blackmagic Design HyperDeck Shuttle Mounting Plate	Mounting Plate for Shuttle Device
--	-----------------------------------

OCZ SSD Drives - 240GB	Hard Drives for Recorder
------------------------	--------------------------

SDI & HDMI Cabling	Cables for Switcher
--------------------	---------------------

Samsung SyncMaster P2770HD 27" Widescreen LCD TV Monitor	Monitors for Switcher
--	-----------------------

SKB-8RU 8-Space Standard Rack Case	Portable Rack Unit for Switcher
------------------------------------	---------------------------------

Editing Software & Hardware (suggested equipment)

G5 Workstation & Hard Drive Arrays	\$9,600.00	Edit Station, 8TB High Speed Drives for HD Edit
------------------------------------	------------	---

SECC Production Equipment Total

\$41,200.00



**SECC 2012-2013
PEG FACILITIES AND EQUIPMENT FUND REQUEST
NARRATIVE**

The Sacramento Educational Cable Consortium respectfully requests the Sacramento Metropolitan Cable Television Commission consider its request for the balance of needed production equipment as originally submitted by SECC in 2011/12.

In addition to its work with BESTNet, SECC programs 4 PEG channels and produces a tremendous amount of local programming and assists students, teachers and schools districts with video/media production. During the past several years with the severe budget cuts, SECC has made great strides in working cooperatively with all districts to secure grant funding for professional development programs. Video has been a fabulous resource for districts to share professional development opportunities with each other. SECC has met the challenge to date with very old, antiquated equipment that is on its "last legs". SECC is requesting one time PEG Equipment Funds to replace its main 13 year old video camera, to enhance and optimize its 6 year old editing workstation, and to enhance its field production capability with a video switcher per the attached budget.

In addition to providing much needed operational video equipment, the proposed equipment will greatly enhance the efficiency of SECC production capabilities for a one-time cost.

Video Camera:

SECC's existing standard definition camera package (Sony DSR-300) is 13 years old and shoots about \$2000 worth of DVCAM tape each year. One of the audio channels comes in and out of operation, the earphone jack is not functioning, but it has served SECC purposes for many years. The accompanying DVCAM tape deck still works, but the S-Video out port is no longer functional.

The proposed camera package would provide several benefits: This particular camera system is tapeless, using re-useable memory cards or onboard hard drives. Since it's tapeless, the post-production workflow can be shortened since footage no longer needs to be transferred in real time to the edit system. Files are simply copied to the edit system at eight times speed. This camera is high definition and more importantly wide screen format. Wide screen formatting allows for more

visual information for viewers and conforming to the now normal wide screen viewing experience.

This system uses the same batteries SECC currently uses (V-Mount), so the current battery supply can be moved to this system. The audio systems and tripod can also be moved over to this system as well.

Blackmagic Design ATEM 1 M/E Production Switcher

SECC currently uses an antiquated 4 input Edirol standard definition video switcher for multi-camera events. It switches camera feeds to one master output that SECC records to tape, then ingests to our edit system for graphics and postproduction. SECC uses the system for all local production including monthly training events, classroom shoots, Time of Remembrance and grant productions, Student DV shoots and Award Night.

SECC needs a video switcher that accommodates wide screen high definition material. The Blackmagic Design ATEM 1 M/E switcher system is a high definition, network-quality portable live production solution. In an 8RU rack mount: 8 input (4 SDI & 4 HDMI) HD switching with multiviewers, 6 keyers, Photoshop titling, and 100 DVE transitions. This system will allow SECC to edit a live production on the fly in HD with final graphics. The unit also includes a traditional broadcast control unit as well as software control and is modestly priced.

Editing Hardware

SECC needs to replace a six year old Mac PowerPC workstation that can no longer be upgraded, nor playback footage cleanly, hence SECC's editing ability is being greatly impeded. This workstation will be enhanced and optimized for cutting in HD with a Black Magic Design Deck Link Studio 2 interface card.

With HD field acquisition and post production, the storage requirements are immense. Additional hard drive arrays are needed to store field footage, active edits and completed project outputs. The G-Technology hard drive arrays are specially built for small business deployment with RAID 5 redundancy and cost effective drives.

2012-13 PEG FEE Request

Cameras (suggested equipment)

Sony PMW-320K XDCAM EX HD Camera Package	\$16,600.00	Main Camera
--	-------------	-------------

Video Switcher (suggested equipment)

\$15,000.00

Blackmagic Design ATEM 1 M/E Production Switcher	Production Switcher
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Blackmagic Design ATEM Camera Converter	Converter Box for Analog Sources
Blackmagic Design Mini Converter - UpDownCross	Converter Box for HD to SDB&H
Blackmagic Design DVI Extender	DVI to SDI Converter
Blackmagic Design Hyperdeck Studio SSD Deck	Recorder for Switcher
Blackmagic Design Hyperdeck Shuttle SSD Deck	Portable Playback Unit for Computer Transfer
Blackmagic Design HyperDeck Shuttle Mounting Plate	Mounting Plate for Shuttle Device
OCZ SSD Drives - 240GB	Hard Drives for Recorder
SDI & HDMI Cabling	Cables for Switcher
Samsung SyncMaster P2770HD 27" Widescreen LCD TV Monitor	Monitors for Switcher
SKB-8RU 8-Space Standard Rack Case	Portable Rack Unit for Switcher

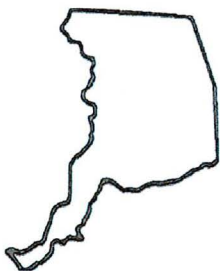
Editing Software & Hardware (suggested equipment)

G5 Workstation & Hard Drive Arrays	\$9,600.00	Edit Station, 8TB High Speed Drives for HD Edit
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SECC Production Equipment Total

\$41,200.00

REPRESENTING
Sacramento County
and the Cities of:
Citrus Heights
Elk Grove
Folsom
Galt
Rancho Cordova
Sacramento



SACRAMENTO METROPOLITAN Cable Television Commission

901 H Street, Suite 206 ♦ Sacramento, CA 95814 ♦ www.sacmetro cable.tv

Phone: (916) 874-6661 ♦ Fax: (916) 854-9666

ROBERT A DAVISON, EXECUTIVE DIRECTOR

AGENDA ITEM NO. 3

DATE: June 7, 2012

TO: Chair and Board of Directors

FROM: Robert A. Davison, Executive Director

SUBJECT: **RESOLUTION APPROVING ADOPTION OF GASB STATEMENT 54 STANDARDS & APPLICATIONS**

RECOMMENDATION:

It is recommended the Board approve Resolution No. 2012-009, Approving Adoption of GASB Statement 54 Standards and Applications.

BACKGROUND

In March 2009, the Governmental Accounting Standards Board (GASB) issued Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, to address issues related to how fund balance was being reported in governmental financial statements. The intent of the Statement is to bring greater transparency and consistency to fund balance reporting in the governmental sector.

This new standard does not change the total amount of a given fund balance, but it substantially alters the categories and terminology used to describe the components of a fund balance. The new categories and terminology reflect an approach that focuses, not on the financial resources available for appropriation within a fund, but on the extent to which a government entity is bound to honor constraints on the use of the funds.

DISCUSSION

The Commission is in the process of an audit of its Fiscal Years 2009-10 and 2010-11 financial statements. It was brought to our attention by the County of Sacramento's Senior Auditor that the Commission is required to implement GASB Statement 54 standards and applications.

GASB Statement 54 defines five new components of fund balance that will replace the Commission's existing components. The five new components are:

Agenda Item 3

Resolution Approving Adoption of GASB Statement 54 Standards and Applications

Page 2

Non-spendable Fund Balance. The portion of a fund balance that cannot be spent because they are either: (a) not in a spendable form, such as prepaid items, inventories of supplies, or loan receivable; or (b) legally or contractually required to be maintained intact, such as the principal portion of an endowment.

Restricted Fund Balance. The portion of a fund balance that has constraints placed on the use of resources that are either: (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.

Committed Fund Balance. The portion of a fund balance that includes amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the Commission Board and remain binding unless removed in the same manner.

Assigned Fund Balance. The portion of a fund balance that includes amounts that are constrained by the government's intent to be used for specific purposes, but that are neither Restricted nor Committed. Such intent needs to be established either by the Commission Board or the Executive Director.

Unassigned Fund Balance. The portion of a fund balance that includes amounts that do not fall into one of the above four categories. The General Fund is the only fund that should report this category of fund balance.

FISCAL IMPACT

There are no fiscal impacts in the implementation of GASB Statement 54. The amounts reported as the total fund balance in any given fund are not altered. Only the reporting of each individual component that make up the total fund balance is changed.

ACTION

Part of the Commission's implementation of GASB Statement 54 is the formal adoption of a fund policy, explaining the five components of fund balance, and formally delegates to the Executive Director or his designee as required by the Statement, the authority to assign fund balances for specific purposes for inclusion in the annual financial reports.

Staff is recommending the Board approve Resolution No. 2012-009, Approving Adoption of GASB Statement 54 Standards and Applications.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Robert A. Davison", with a long horizontal flourish extending to the right.

ROBERT A. DAVISON, Executive Director
Sacramento Metropolitan Cable Television Commission

Agenda Item 3

Resolution Approving Adoption of GASB Statement 54 Standards and Applications

Page 3

Attachments:

Resolution No. 2012-009, Approving Adoption of GASB Statement 54 Standards and Applications

SMCTC Fund Balance Policy

Governmental Accounting Standards Board (GASB) Statement 54

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

RESOLUTION NO. 2012-009

**A RESOLUTION OF THE SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION
APPROVING ADOPTION OF GASB STATEMENT 54 STANDARDS AND APPLICATIONS**

WHEREAS, the Governmental Accounting Standards Board (“GASB”) has adopted Statement 54, a new standard for governmental fund balance reporting and governmental fund type definitions that became effective in governmental fiscal years starting after June 15, 2010; and

WHEREAS, the intent of the Statement is to enhance governmental fund balance reporting in order for financial statements to be more consistent and comparable (between similar government entities); and

WHEREAS, the Commission elects to implement GASB Statement 54 requirements, and to apply such requirements to its financial statements beginning with the July 1, 2010 to June 30, 2011 fiscal year;

NOW, THEREFORE, BE IT RESOLVED that the Sacramento Metropolitan Cable Television Commission does hereby adopt the following policy:

FUND BALANCE POLICY

Fund balance shall mean the gross difference between governmental fund assets and liabilities reflected on the balance sheet.

- The Commission shall report governmental fund balances per GASB 54 definitions in the balance sheet as follows:
 - Non-spendable
 - Restricted
 - Committed
 - Assigned
 - Unassigned
- The Commission Board shall approve all commitments by formal action. The action to commit funds must occur prior to fiscal year-end, to report such commitments in the balance sheet of the respective period, even though the amount may be determined subsequent to fiscal year-end. A commitment can only be modified or removed by the same formal action.

- When it is appropriate for fund balance to be assigned, the Commission delegates the responsibility to assign funds to the Executive Director or his/her designee. Assignments may occur subsequent to fiscal year-end.
- The Commission will utilize funds in the following spending order:
 - Restricted
 - Committed
 - Assigned
 - Unassigned

On a motion by Director _____, seconded by Director _____, the foregoing Resolution was passed and adopted by the Sacramento Metropolitan Cable Television Commission this 7th day of June , 2012 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson,
Sacramento Metropolitan
Cable Television Commission

ATTEST:

Clerk/Secretary of the Board

REPRESENTING
Sacramento County
and the Cities of:
Citrus Heights
Elk Grove
Folsom
Galt
Rancho Cordova
Sacramento



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Phone: (916) 874-6661 ♦ Fax: (916) 854-9666

ROBERT A DAVISON, EXECUTIVE DIRECTOR

FUND BALANCE POLICY

This policy establishes the Commission's procedures for reporting fund balances within the annual financial statements per GASB Statement 54 as follows:

Fund balance classification shall be recorded in accordance with governmental accounting standards as promulgated by the Governmental Accounting Standards Board.

The order of spending and availability of the fund balance shall be to reduce funds from the listed areas in the following order: restricted, committed, assigned and unassigned. Negative amounts shall not be reported for restricted, committed, or assigned funds.

Fund balance shall mean the gross difference between governmental fund assets and liabilities reflected on the balance sheet. Governmental fund assets are those of the General Fund, PEG Fee Fund, Miscellaneous Revenue Funds, Debt Service Funds, and Capital Project Funds.

The fund balance of the general fund, one of the governmental fund types, is of primary significance because the general fund is the primary fund which finances most functions in the Commission. The fund balance of the general fund shall mean the gross difference between general fund assets and liabilities reflected on the balance sheet.

The Commission shall report governmental fund balances per GASB Statement 54 definition in the Balance Sheet as follows:

Non-spendable Fund Balance. The portion of a fund balance that cannot be spent because they are either: (a) not in a spendable form, such as prepaid items, inventories of supplies, or loan receivable; or (b) legally or contractually required to be maintained intact, such as the principal portion of an endowment.

Restricted Fund Balance. The portion of a fund balance that has constraints placed on the use of resources that are either: (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.

Committed Fund Balance. The portion of a fund balance that includes amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the Commission Board and remain binding unless removed in the same manner.

FUND BALANCE POLICY

Page 2

Assigned Fund Balance. The portion of a fund balance that includes amounts that are constrained by the government's intent to be used for specific purposes, but that are neither Restricted nor Committed.

Unassigned Fund Balance. The portion of a fund balance that includes amounts that do not fall into one of the above four categories. The General Fund is the only fund that should report this category of fund balance.

The Commission will utilize funds in the following spending order:

- 1) Restricted
- 2) Committed
- 3) Assigned
- 4) Unassigned

The Commission Board shall approve all commitments by formal action. The action to commit funds must occur prior to fiscal year-end, to report such commitments in the balance sheet of the respective period, even though the amount may be determined subsequent to fiscal year-end. A commitment can only be modified or removed by the same formal action.

When it is appropriate for fund balance to be assigned, the Commission delegates the responsibility to assign funds to the Executive Director or his/her designee. Assignments may occur subsequent to fiscal year-end.



Governmental Accounting Standards Board
of the Financial Accounting Foundation

March 2009

GASB Statement Brings Greater Clarity and Consistency to Fund Balance Reporting

Fund balance refers to the difference between assets and liabilities in the governmental funds balance sheet. This information is one of the most widely used elements of state and local government financial statements.

Of central importance to the credit reviews performed by municipal bond analysts, fund balance information also is used by taxpayer associations, research organizations, oversight bodies, state, county and local legislators and their staffs, and reporters. Financial statement users examine fund balance information to identify the available liquid resources that can be used to repay long-term debt, reduce property taxes, add new governmental programs, expand existing ones, or enhance the financial position of the government.

The Governmental Accounting Standards Board (GASB) has found that, despite its popularity and usefulness, the value of fund balance information is significantly diminished by misunderstandings regarding the messages it conveys and inconsistency in governments' financial reporting practices.

In order to enhance how fund balance information is reported and improve its decision-usefulness, in March 2009 the GASB issued Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*.

How Will Fund Balance Be Reported?

This Statement is designed to improve financial reporting by establishing fund balance classifications that are easier to understand and apply. In essence, it establishes a hierarchy based largely on the extent to which a government is bound to observe spending constraints that govern how it can use amounts reported in the governmental funds balance sheet.

Statement 54 establishes the following classifications depicting the relative strength of the constraints that control how specific amounts can be spent:

- ***Nonspendable*** fund balance includes amounts that are not in a spendable form (inventory, for example) or are required to be maintained intact (the principal of an endowment fund, for example).
- ***Restricted*** fund balance includes amounts that can be spent only for the specific purposes stipulated by external resource providers (for example, grant providers), constitutionally, or through enabling legislation (that is, legislation that creates a new revenue source and restricts its use). Effectively, restrictions may be changed or lifted only with the consent of resource providers.
- ***Committed*** fund balance includes amounts that can be used only for the specific purposes determined by a formal action of the government's highest level of decision-making authority. Commitments may be changed or lifted only by the government taking the same formal action that imposed the constraint originally.
- ***Assigned*** fund balance comprises amounts *intended* to be used by the government for specific purposes. Intent can be expressed by the governing body or by an official or body to which the governing body delegates the authority. In governmental funds other than the general fund, assigned fund balance represents the amount that is not restricted or committed. This indicates that resources in other governmental funds are, at a minimum, intended to be used for the purpose of that fund.
- ***Unassigned*** fund balance is the residual classification for the general fund and includes all amounts not contained in the other classifications. Unassigned amounts are technically available for any purpose. If another governmental fund has a fund balance deficit, then it will be reported as a negative amount in the unassigned classification in that fund. Positive unassigned amounts will be reported only in the general fund.

How Have the Fund Type Definitions Been Clarified?

The Statement also is designed to improve the usefulness of fund balance information by clarifying certain parts of the definitions of governmental fund types that have led to confusion and adversely affected the interpretation of fund balance information. It makes clear, for example, that special revenue funds are created only to report a revenue source (or sources) that is restricted or committed to a specified purpose, and that the revenue source should constitute a substantial portion of the resources reported in the fund.

The basic definition of the debt service fund type remains essentially unchanged. However, the terminology in the definition of the capital project fund type has been clarified to focus on the broader, more consistently understood notion of capital outlays, and to better capture the breadth of capital activities in today's environment.

“Rainy-Day” Funds

The GASB's research indicates that information about amounts set aside for emergencies is very important to financial statement users. Because of the importance associated with these balances, Statement 54 clarifies how rainy-day amounts can be reported by treating stabilization arrangements as a specified purpose. Consequently, amounts constrained to stabilization will be reported as restricted or committed fund balance in the general fund if they meet the other criteria for those classifications. However, stabilization is regarded as a specified purpose only if the circumstances or conditions that signal the need for stabilization (a) are identified in sufficient detail and (b) are not expected to occur routinely. Governments are required to disclose in the notes key information about their stabilization arrangements, including the authority by which they were established, provisions for additions to the stabilization amount, and circumstances under which those amounts may be spent.

Some governments create stabilization-like arrangements by establishing formal minimum fund balance policies. Because users are interested in information about those minimum fund balance policies and how governments comply with them, governments are required to explain their minimum fund balance policies, if they have them, in notes to the financial statements.

What Other Note Disclosures Will Be Required?

Under Statement 54, governments will disclose their accounting policies that indicate the order in which restricted, committed, assigned, and unassigned amounts are spent, in circumstances when an expenditure is made for a purpose for which amounts are available in multiple fund balance classifications. For example, a town may have a state grant for public safety activities (restricted), proceeds from a portion of its own property tax that the town council voted could only be used for public safety (committed), and general revenues available for public safety spending (unassigned). The disclosure would identify the order in which the town will spend those resources. Governments already are required to make similar disclosures regarding restricted and unrestricted net assets.

In addition, governments are required to describe the processes through which they commit and assign fund balance amounts. Governments also are required to disclose the purpose for each major special revenue fund—identifying which specific revenues and other resources are authorized to be reported in each.

How Did the GASB Incorporate Constituent Feedback?

During the project that led to Statement 54, the GASB went through two rounds of public comment, beginning with an Invitation to Comment that was issued in October 2006. The input received from constituents in response to that due process document guided the development of changes that the GASB proposed in an Exposure Draft in April 2008.

Though the final standards retain the basic reporting requirements presented in the Exposure Draft, the GASB did make a number of changes based on public feedback and further study that are worth highlighting. With respect to fund balance classifications, the GASB significantly changed its proposal for reporting negative balances (see the earlier definition of unassigned fund balance). The GASB decided that deficits created as a result of overspending for a specific purpose should first reduce amounts assigned to other purposes within the fund. After eliminating those funds, a negative residual balance should be reported as negative unassigned fund balance.

The GASB decided to eliminate the heading *spendable* because constituents were concerned it might incorrectly be inferred that anything not classified as *nonspendable* could be considered spendable for any purpose. Also, the GASB agreed with constituents that the *limited* classification did not sufficiently convey the substance of the classification and determined that the term *committed* would be a better term.

The GASB also clarified how a government should report when it does not have an accounting policy guiding the order in which amounts from various fund balance classifications are spent. For such governments, the Statement establishes a default policy that should be applied, in which restricted amounts are used first, followed by committed, assigned, and unassigned amounts in that order, for purposes of reporting fund balance.

Finally, as mentioned previously, the GASB clarified terminology in the definition of the capital projects fund type largely in response to feedback received from respondents to the Exposure Draft.

When Do the Standards Take Effect?

Governments are required to implement Statement 54 for fiscal years first ending June 30, 2011. Fund balance reclassifications should be applied retroactively by restating fund balance for all prior periods presented in the financial statements. Changes to the fund balance information presented for prior years in the statistical section are not required, although retroactive application is encouraged. Early implementation of Statement 54 is encouraged.



Fact Sheet about Fund Balance Reporting and Governmental Fund Type Definitions

1. Why has the GASB issued new standards for reporting fund balance?

The GASB issued Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, to address issues related to how fund balance was being reported. The GASB's original intention was to clear up confusion regarding the relationship between reserved fund balance and restricted net assets. However, the GASB's research revealed that the existing standards guiding fund balance reporting were being interpreted inconsistently by different governments. Consequently, the fund balance information reported by many governments also was inconsistent. It also became clear that the understandability of fund balance information was affected and that financial statement users were unable to readily interpret reported fund balance information.

2. Why did the GASB decide not to just clarify the existing fund balance classifications (reserved, designated, unreserved)?

The GASB considered pursuing a solely educational approach to these issues. However, it became apparent based on interviews and survey results that, even if all governments interpreted the requirements consistently, the resulting information would not meet the needs of people who use fund balance information to identify available resources and assess liquidity and financial flexibility.

3. How will governments report fund balance in the future?

Fund balance will be displayed in the following classifications depicting the relative strength of the spending constraints placed on the purposes for which resources can be used:

- *Nonspendable fund balance*—amounts that are not in a spendable form (such as inventory) or are required to be maintained intact (such as the corpus of an endowment fund)
- *Restricted fund balance*—amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government), through constitutional provisions, or by enabling legislation
- *Committed fund balance*—amounts constrained to specific purposes by a government itself, using its highest level of decision-making authority; to be reported as committed, amounts cannot be used for any other purpose unless the government takes the same highest-level action to remove or change the constraint
- *Assigned fund balance*—amounts a government *intends* to use for a specific purpose; intent can be expressed by the governing body or by an official or body to which the governing body delegates the authority

- *Unassigned fund balance*—amounts that are available for any purpose; these amounts are reported only in the general fund.

4. Why is unassigned fund balance reported only in the general fund?

When a government transfers resources from the general fund to another governmental fund, it is communicating that, at a minimum, it intends to use those resources for the purpose of the fund receiving them. This expression of intent meets the requirements for classification as assigned fund balance. Because unassigned fund balance represents amounts that are not constrained in any way, not even by an intention to use them for a specific purpose, the general fund is the only appropriate place to report this classification of fund balance.

In the other governmental funds, however, if a government spends more on a specific purpose than the resources available for that purpose in the fund, then it may need to report a negative amount as unassigned fund balance. If a government cannot cover the deficit with amounts assigned to other purposes in that fund, then the remaining deficit should be reported on the unassigned fund balance line.

5. How will rainy-day amounts be reported under Statement 54?

Statement 54 treats stabilization arrangements as a specific purpose, allowing governments to report these amounts in the general fund as restricted or committed, if they meet the applicable definitions and criteria. Stabilization amounts that do not qualify to be reported as restricted or committed should be included in unassigned fund balance. Governments may report stabilization amounts in a special revenue fund only if they derive from specific revenue sources that are restricted or committed to stabilization.

Regardless of where stabilization amounts are reported, governments also will disclose key information about their stabilization arrangements in the notes to the financial statements, including the authority by which the arrangements were established, the conditions under which additions to the stabilization amounts are required, and the circumstances under which amounts may be used.

6. How has Statement 54 changed the way encumbrances are reported?

The new standards clarify that an encumbrance is not a specific purpose and therefore should not be reported as a separate line on the face of the balance sheet. Encumbering amounts that are restricted or committed does not further limit the purposes for which they can be used. If the encumbering process meets the definition and criteria for committed fund balance, then encumbering an assigned or unassigned amount could result in the amount being reported as committed; however, it would be reported with other amounts committed to the same or similar purposes, *not* as “committed for encumbrances.” If a government has significant encumbrances, it should disclose them under the standards for significant commitments.

7. What did the GASB find out about the reporting of governmental funds?

In practice, many governments have interpreted in different ways the prior standards on reporting governmental funds contained in National Council on Governmental Accounting (NCGA) Statement 1, *Governmental Accounting and Financial Reporting Principles*. This is particularly true for special revenue funds.

8. How does Statement 54 clarify the special revenue fund type definition?

Statement 54 makes clear that, for financial reporting purposes, a special revenue fund may only be established around one or more revenue sources that are restricted or committed to purposes other than capital projects or debt service. For example, a school district might report state and federal aid for elementary and secondary education in a special fund if those revenue sources represent a substantial portion of the fund's total inflows.

9. How does Statement 54 clarify the definitions of debt service and capital projects fund types?

Statement 54 revises the definitions of the debt service and capital projects fund types so that consistent language and structure are used across all of the governmental fund type definitions. Although the existing definition of a capital project fund specifies that they should be used to account for "the acquisition or construction of major capital facilities," many governments have used them to report on capital assets that are not facilities or major or either. Based on constituent feedback, the GASB broadened the definition to encompass capital outlays in general.

10. How will Statement 54 impact the reporting of governmental funds?

The most significant changes are likely to occur in the reporting of special revenue funds, because that is where there has been the most variation in how the prior standards were interpreted. Some governments may not be able to continue to report some of their special revenue funds under the clarified definition. The Statement 54 definition is considered by some to be more permissive than the NCGA Statement 1 definition. However, practice has varied so much that the Statement 54 definition may appear more restrictive to some governments.

11. Does Statement 54 affect how governments use funds for internal accounting purposes or for special reporting?

No. Statement 54 affects only the *reporting* of governmental funds in general purpose external financial reports in conformity with generally accepted accounting principles (GAAP). Governments may continue to use any funds they choose or are required to for their internal accounting or for special purpose reporting.

12. What if a state law requires local governments to report a particular type of fund or to report using the current classifications of fund balance?

For general purpose external financial reporting under GAAP, governments are required to follow Statement 54. If a law conflicts with Statement 54 or any other part of GAAP, the legal requirements can be met by presenting supplemental schedules. Governments will still be able to comply with such state laws in their general purpose external financial report, but outside of the basic financial statements, notes to the basic financial statements, and required supplementary information.

13. What other note disclosures does Statement 54 require?

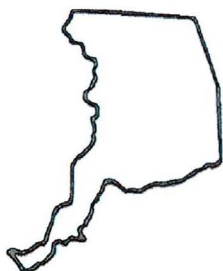
In addition to the disclosures already mentioned, Statement 54 requires governments to disclose:

- Additional detail regarding the purposes of restrictions, commitments, and assignments, if the required level of detail is not met through display on the face of the balance sheet
- The decision-making authority and formal action, if any, that results in commitments of fund balance
- The bodies or persons with the authority to express intended uses of resources that result in assigned fund balance
- The order in which a government assumes restricted, committed, assigned, and unassigned amounts are spent when amounts in more than one classification are available for a particular purpose
- Information about minimum fund balance policies, if a government has one
- The purpose for each major special revenue fund, identifying which revenues and other resources are reported in each of those funds.

14. When should Statement 54 be implemented?

Governments should implement Statement 54 no later than the first fiscal year beginning after June 15, 2010 (for example, the fiscal year starting on July 1, 2010 and ending on June 30, 2011). Governments are encouraged to implement the standards earlier.

REPRESENTING
Sacramento County
and the Cities of:
Citrus Heights
Elk Grove
Folsom
Galt
Rancho Cordova
Sacramento



SACRAMENTO METROPOLITAN Cable Television Commission

901 H Street, Suite 206 ♦ Sacramento, CA 95814 ♦ www.sacmetroable.tv

Phone: (916) 874-6661 ♦ Fax: (916) 854-9666

ROBERT A DAVISON, EXECUTIVE DIRECTOR

AGENDA ITEM NO. 4

DATE: June 7, 2012

TO: Chair and Board of Directors

FROM: Robert A. Davison, Executive Director

SUBJECT: RESOLUTION DELEGATING AUTHORITY TO THE EXECUTIVE DIRECTOR TO EXECUTE AN OFFICE SPACE LEASE AGREEMENT WITH THE COUNTY OF SACRAMENTO

RECOMMENDATION:

It is recommended the Board approve Resolution No. 2012-010, Delegating Authority to the Executive Director to Execute an Office Space Lease Agreement with the County of Sacramento.

BACKGROUND/DISCUSSION

The five-year office lease agreement between C.L. Bowman & Associates and the Sacramento Metropolitan Cable Television Commission for office space in the Court Plaza Building, located at 901 H Street in Sacramento expires on September 30, 2012.

Due to the competitive rental market, staff contacted the County of Sacramento's Facilities Planning & Management Department to discuss available office space at County-owned buildings. Office space has been identified, offered at the same cost per square feet that the Commission currently pays. The County guarantees there will be no escalation to the square footage cost should the Commission sign a five-year lease, with an occupancy date of October 1, 2012.

The Commission currently contracts with the County for multiple support services, including accounting/audit services, printing services, IT support, messenger services, etc. The move to a County-owned building would be beneficial to both agencies, by leasing vacant County office space, at the same time giving Commission staff easier access to the County departments and offices.

Agenda Item 4

Resolution Delegating Authority to the Executive Director to Execute an Office Space Lease Agreement with the County of Sacramento

Page 2

The County of Sacramento's draft lease agreement for office space is attached.

Staff recommends the Board approve Resolution No. 2012-010, Delegating Authority to the Executive Director to Execute an Office Space Lease Agreement with the County of Sacramento, subject to minor modifications made by either agency, along with the stipulation the lease shall be for a term no more than five years and that the cost per square foot shall be less than or equal to the cost per square foot currently paid by the Commission.

Respectfully submitted,



Robert A. Davison
Executive Director

Attachment:

Draft Lease Agreement between the County of Sacramento & SMCTC

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

RESOLUTION NO. 2012-010

A RESOLUTION DELEGATING AUTHORITY TO THE EXECUTIVE DIRECTOR
TO EXECUTE AN OFFICE SPACE LEASE AGREEMENT WITH THE COUNTY OF SACRAMENTO

WHEREAS, the five-year office lease agreement between C.L. Bowman and Associates and the Sacramento Metropolitan Cable Television Commission for office space in the Court Plaza Building, located at 901 H Street, Sacramento expires on September 30, 2012;

WHEREAS, it is the intent of the Commission to relocate the Administration offices to a County-owned building in October 2012, since the County is part of the Commission Joint Powers Authority;

WHEREAS, the Commission desires to expedite the relocation by authorizing the Executive Director to enter into a lease agreement.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION hereby authorize the Executive Director to enter into a lease agreement with the County not to exceed 5 years with a cost per square foot that is less than or equal to the cost per square foot currently paid for the Commission office.

FURTHER, BE IT RESOLVED AND ORDERED that the Executive Director is authorized and directed to do and perform everything necessary to carry out the purpose of this resolution.

On a motion by Director _____, seconded by Director _____, the foregoing Resolution was passed and adopted by the Sacramento Metropolitan Cable Television Commission this 7th day of June 2012 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

By:

Chairperson
Sacramento Metropolitan
Cable Television Commission

Attested by:

Clerk/Secretary of the Board

LEASE AGREEMENT

799 G Street, Sacramento, CA 95814 (4th Floor)

APN 002-0142-014 (Portion)

Between: COUNTY OF SACRAMENTO

and

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

Effective: _____, 20__

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EXHIBIT "A"	PREMISES
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LEASE AGREEMENT

799 G STREET SACRAMENTO, CALIFORNIA 95814

THIS LEASE AGREEMENT ("Agreement"), dated as of this ____ day of _____, 20____, is made between the **COUNTY OF SACRAMENTO**, a political subdivision of the State of California (hereinafter the "LESSOR" or "COUNTY") and **SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION**, a joint powers authority (hereinafter the "LESSEE"), with reference to the following facts:

RECITALS

A. COUNTY is the owner of that certain parcel of real property improved with a building (the "Property") located at 799 G Street, Sacramento, California 95814, also known as Assessors Parcel Number ("APN") 002-0142-014, and commonly referred to as Sacramento County's Data Center ("SCDC"); and

B. LESSEE has proposed to lease a portion of the Property to use as office space for regulating the cable television/video State franchises in Sacramento County, California, at SCDC; and

C. LESSEE desires to lease the Premises (defined in Article 1 hereof) from COUNTY for commercial use on the terms hereinafter set forth; and

D. COUNTY is, therefore, willing to lease the Premises to LESSEE upon the promises, terms, conditions and covenants set forth herein below.

AGREEMENT

NOW, THEREFORE, it is mutually agreed as follows:

INCORPORATION OF RECITALS. The foregoing recitals are hereby incorporated by reference.

ARTICLE 1 PREMISES

1.1 PREMISES. In consideration of the following covenants and other good and valuable consideration hereinafter contained, the COUNTY does hereby lease to LESSEE and LESSEE does hereby lease from COUNTY the following described portion of the Property: a mutually agreed area of approximately one thousand (1,000) square feet in the building ("Premises" or

“Leased Premises”) located at 799 G Street, 4th Floor, Room 416, and a portion of Room 415, Sacramento, California 95814, being a portion of APN 002-0142-014, as more particularly shown on Exhibit “A”, attached hereto and made a part hereof by reference.

- 1.2 AGREEMENT SUBJECT TO PROVISIONS OF SITE LEASE, PROJECT LEASE, ASSIGNMENT AGREEMENT AND TRUST AGREEMENT RELATING TO THE COUNTY OF SACRAMENTO 1997 REFUNDING CERTIFICATES OF PARTICIPATION (1994 PUBLIC FACILITIES PROJECT – CORONER/CRIME LAB AND DATA CENTER).** LESSEE agrees, understands and acknowledges that the Property is subject to all of the provisions of the following documents, and any subsequent amendments thereto, relating to the County’s 1997 Refunding Certificates of Participation (1994 Public Facilities Project – Coroner/Crime Lab and Data Center) (the “County Obligations”): (i) Amended and Restated Site Lease, dated as of January 1, 1998 (the “Site Lease”), between the County and Sacramento County Public Facilities Financing Corporation (the “Corporation”); (ii) Amended and Restated Project Lease, dated as of January 1, 1998 (the “Project Lease”), between the Corporation and the County; (iii) Assignment Agreement, dated as of January 1, 1998 (the “Assignment Agreement”), between the Corporation and The Bank of New York Mellon Trust Company, N.A. (the “Trustee”); and (iv) Trust Agreement, dated as of January 1, 1998 (the “Trust Agreement” and, collectively with the Site Lease, the Project Lease and the Assignment Agreement, the “County Financing Documents”), between the Trustee and the Corporation. Lessee acknowledges it has received a copy of said documents. LESSEE agrees, understands and acknowledges that, for so long as the County Obligations are outstanding, LESSEE’S interest in the Premises created by this Agreement shall at all times be junior, subordinate and subject to the rights of all parties to the County Financing Documents, including, but not limited to, the Trustee, the Corporation, the holders of the County Obligations and Ambac Assurance Corporation, as insurer of the County Obligations, and their permitted successors and assigns, under and as set forth in the County Financing Documents. LESSEE covenants and agrees not to interfere with the rights of the parties to the County Financing Documents under and pursuant to the County Financing Documents and further covenants and agrees to take such further steps as may be reasonably requested by the County in order for the County to comply with the County Financing Documents. The COUNTY covenants and agrees to fulfill all existing obligations of the County Financing Documents under and pursuant to the County Financing Documents so as not to interfere with this Agreement.
- 1.3 AGREEMENT SUBJECT TO PROVISIONS OF JOINT OCCUPANCY AGREEMENT AND TRANSFER OF RESPONSIBILITY AGREEMENT BETWEEN THE JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS AND THE COUNTY OF SACRAMENTO.** LESSEE agrees, understands and acknowledges the common areas of the Property are subject to all of the provisions of the Joint Occupancy Agreement (“JOA”) and Transfer of Responsibility Agreement (“TOR”) dated December 30, 2008, by and between the Judicial Council of California, Administrative Office of the Courts and the County of Sacramento, and any subsequent amendments thereto. Lessee acknowledges it has received a copy of said documents. LESSEE covenants and agrees not to interfere with the Exclusive-Use Areas of the JOA and TOR. The COUNTY

covenants and agrees to fulfill all existing obligations of the JOA and the TOR so as not to interfere with its ability to fulfill its obligations under this Agreement.

ARTICLE 2

TERM

- 2.1 TERM COMMENCEMENT.** The term of this Agreement (the "Term") shall, unless terminated sooner, continue for a period of five (5) years commencing on October 1, 2012 ("Rent Commencement Date").
- 2.2 EXPIRATION.** Unless sooner terminated as herein provided, the Term shall expire and end at 11:59 PM, local time, on the last day of the calendar month which completes five (5) full years from the Rent Commencement Date (the "Expiration Date").
- 2.3 OPTIONAL TERMS.** *Intentionally omitted.*
- 2.4 HOLDOVER.** In the event LESSEE remains in possession of the Premises after the expiration of the Term, then this Agreement shall remain in effect upon the same terms and conditions as a month-to-month tenancy. Either party hereto may terminate the tenancy by giving a thirty (30) day written notice to the other party.

ARTICLE 3

RENT

- 3.1 MONTHLY RENT.** The monthly rental rate (the "Rent") for the Premises during the Term of this Agreement shall be **TWO THOUSAND THREE HUNDRED FORTY DOLLARS AND NO CENTS (\$2,340.00)**. The Rent shall be due and payable in monthly installments beginning on the Rent Commencement Date and continuing on each monthly anniversary thereafter during the Term. All payments shall be sent to the County of Sacramento, Department of General Services, c/o Rick Smith, 9660 Ecology Lane, Sacramento, California 95827, or at such other place as the COUNTY may designate in writing. All checks will be made payable to the County of Sacramento, Department of General Services.

ARTICLE 4

ENTITLEMENTS

- 4.1 ENTITLEMENTS IN GENERAL.** LESSEE shall, at its sole cost and expense, obtain all necessary local land use entitlements, building permits, and other County, State or Federal permits legally required for its use of the Premises under this Agreement. This Agreement shall not be construed as a waiver of any requirement, fee or procedure required to obtain any such entitlement or permits. This Agreement shall, unless otherwise extended, be deemed terminated without liability to COUNTY if LESSEE fails to obtain each entitlement or any and all legally required permits within one hundred fifty (150) days of mutual execution of this Agreement.

ARTICLE 5

USE OF LEASED PREMISES

- 5.1 USE OF LEASED PREMISES.** LESSEE may use and occupy the Leased Premises for office purposes only. LESSEE's use of the Premises includes the exclusive right to use all interior areas of the Premises, as same are identified as shown on Exhibit "A", and non-exclusive use of common areas such as restrooms and break rooms. LESSEE shall make no other use of the Leased Premises without the prior written approval of COUNTY.
- 5.2 TESTS AND INSTALLATION.** *Intentionally omitted.*
- 5.3 REGULATORY COMPLIANCE.** LESSEE shall use the Premises strictly in accordance with the terms of this Agreement, and solely for office purposes. At all times, LESSEE's use of the Premises shall be lawful and in compliance with all applicable governmental requirements and regulations. Throughout the Term of this Agreement, LESSEE shall provide COUNTY with a current copy of all permits and licenses authorizing LESSEE to operate its commercial use at the Premises.
- 5.4 ACCESS.** All LESSEE's employees and/or representatives requiring access to the Leased Premises, whether personnel, contractors, vendors, guests, invitees, etc., will be required to adhere to building security requirements prescribed by COUNTY. COUNTY shall exercise full and complete control over granting, denying, withholding or terminating clearances for LESSEE's employees and/or representatives.
- A. **Requirement for background check for access to Leased Premises.** It is incumbent upon LESSEE that each of its employees and/or representatives has completed a background check and received clearance by COUNTY prior to requiring access to the Leased Premises. Upon successful completion of the clearance process, each employee and/or representative will be issued a photo identification card/badge allowing the individual access. Such badge shall be worn at all times in the Leased Premises. Sharing or loaning of badges is not permitted. LESSEE shall be responsible to keep the list of its employees and/or representatives granted access up-to-date, and return badges as circumstances change. Badges remain the property of COUNTY and must be surrendered whenever LESSEE's badged representative is reassigned, dismissed or has terminated his/her employment and/or service with LESSEE.
- B. **Background check process for access to Restricted Area.** Prior to the Rent Commencement Date of this Agreement, and as and when necessary during the Term thereof, LESSEE shall provide a list of names of all persons who will require recurring and/or periodic access to the Leased Premises. In addition to each representative's full name, the list shall include, at a minimum, each person's date of birth, social security number, California driver's license number or ID number, and current address. Fingerprints of said individuals may also be required, at the sole discretion of COUNTY. The aforementioned data and information shall be used by COUNTY to complete a thorough background check and processing of site access clearance. The standard processing time is ten (10) days; however, if fingerprints are required, the processing time is outside the control of COUNTY and can take longer. No

unescorted access for these individuals will be permitted until the background check and clearance processes are complete.

- C. **Escort within Leased Premises.** LESSEE's guests, clients, customers, and invitees requiring infrequent access will be permitted access to the Leased Premises only when escorted by: (i) a representative for LESSEE with current Leased Premises access and visible identification badge; or (ii) COUNTY's representative if agreed to by COUNTY, and arranged for, in advance. No unescorted access into the Leased Premises will be permitted for LESSEE's guests, clients, customers, and/or invitees.

ARTICLE 6 DUTIES

6.1 DUTIES.

A. **COUNTY.**

COUNTY will:

- (1) Provide onsite security personnel and recorded surveillance twenty-four (24) hours per day, seven (7) days per week to the Leased Premises.
- (2) Provide Chillers and Heating, Ventilating and Air Conditioning ("HVAC") system service and maintenance to the Leased Premises including back up emergency services in the event of primary system failure.
- (3) Pay all electricity utility charges for heating, cooling, and lighting purposes and operation of all equipment used on the Leased Premises.
- (4) Pay all sewer and water service to the Leased Premises.
- (5) Furnish regular and adequate garbage, waste and recyclable material removal services.
- (6) Maintain the building, grounds, and stated services in a condition suitable for LESSEE's successful provision of intended service operations.

B. **LESSEE.**

LESSEE shall at its sole cost and expense:

- (1) Pay for any additional cable service beyond what is currently provided by COUNTY at the Leased Premises. LESSEE shall be solely responsible for all costs associated with its additional cable service and its respective monthly service charges.
- (2) Make no improvements or modifications to the Premises without receiving prior written approval by COUNTY, which approval shall not be unreasonably withheld,

conditioned, or delayed. The process for construction and installation of improvements or modifications, requested by LESSEE, shall be completed as described in paragraph 7.1D below.

- (3) Comply with all requirements of governmental authorities in force either now or in the future, affecting the use and occupation of the Premises and hold harmless and indemnify COUNTY from any liability claim, suit or judgment arising from failing to so comply.
- (4) At all times conduct its use of the Premises in such a manner that it shall not constitute a public or private nuisance.
- (5) Notify COUNTY of any damage to COUNTY property caused by LESSEE, its employees or representatives, and repair same in a manner and to a standard approved in advance by the COUNTY.
- (6) Prior to expiration or earlier termination of the Agreement, be responsible for all closure costs and activities that may be required to surrender the Leased Premises and remove all personal effects and LESSEE property.

In the event LESSEE fails to remedy a situation to the satisfaction of COUNTY, COUNTY reserves the right to correct the condition at the sole expense of LESSEE who agrees to pay such expense promptly following invoice presentation by COUNTY.

ARTICLE 7 INSTALLATION AND MAINTENANCE

7.1 INSTALLATION OF IMPROVEMENTS OR MODIFICATIONS.

- A. **Location and Plans.** *Intentionally omitted.*
- B. **Repair of Damage to Premises.** Any damage to the Premises or Property caused by LESSEE during move-in, occupancy, and/or surrender of the Leased Premises shall be promptly repaired by LESSEE. Damaged areas shall be restored to their previous condition as reasonably determined by COUNTY. LESSEE shall be responsible for the removal of all garbage and refuse generated by its move-in and surrender of the Leased Premises.
- C. **"As-Built" Documents.** *Intentionally omitted.*
- D. **Improvements or Modifications.** Upon LESSEE's request for an improvement or modification to the Leased Premises, COUNTY shall provide written consent of the requested improvement or modification, which said consent shall not be unreasonably withheld, followed by a written estimate for all requested work prior to work commencing. All work shall be performed by COUNTY or COUNTY's vendors. Upon completion, COUNTY shall invoice LESSEE for the full cost of the improvement or modification. LESSEE shall reimburse COUNTY the full cost outlined in the invoice in a lump sum payment within thirty

(30) days of receipt of invoice, unless other mutually acceptable arrangements are made.

ARTICLE 8 HAZARDOUS SUBSTANCES

- 8.1 REGULATORY COMPLIANCE.** LESSEE shall not bring to, transport across, or dispose of any hazardous substances on the Premises or Property. For purposes of this Agreement, the term "hazardous substances" is intended and understood to include petroleum or any petroleum product, asbestos, any substance known by the State of California to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation.
- 8.2 THIRD PARTY.** The term "to the best of COUNTY's knowledge" does not mean that COUNTY has conducted an investigation into matters outside of the immediate custody or control of the COUNTY. COUNTY represents, warrants and agrees: (i) that neither COUNTY nor, to COUNTY's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any hazardous substances on, under, about or within the Premises or Property in violation of any law or regulation; and (ii) that COUNTY will not, and will not permit any third party to use, generate, store or dispose of any hazardous substances on, under, about or within the Premises or Property in violation of any law or regulation.

ARTICLE 9 INSURANCE AND INDEMNIFICATION

9.1 INSURANCE REQUIREMENTS.

- A. The COUNTY agrees that it shall, during the Term of this lease and at its own expense, keep any County-owned buildings and related structural improvements on the leased Premises insured in sufficient amounts against loss or damage by fire and other casualty commonly covered by standard fire and all risk coverage insurance including flood coverage. Valuation shall be on a replacement cost basis. The COUNTY does hereby release and waive on behalf of itself and its insurer by subrogation or otherwise, all claims against LESSEE on account of any fire or other casualty whether or not such fire or other casualty shall have resulted in whole or in part from the negligence of LESSEE.

LESSEE agrees that it shall, during the full term of this lease and at its own expense, keep its owned contents, structural and non-structural improvements and personal property located on the Leased Premises fully insured against loss or damage by fire or other casualty, commonly covered by standard fire and all risk coverage insurance including flood coverage. Valuation shall be on a replacement cost basis. LESSEE does hereby release and waive on behalf of itself and its insurer by subrogation or otherwise, all claims against COUNTY on account of any fire or other casualty whether or not such fire or other casualty shall have resulted in whole or in part from the negligence of COUNTY.

- B. LESSEE shall maintain property damage and public liability insurance covering the Leased Premises. Liability insurance coverage shall be not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for injury or property damage. LESSEE shall name the County of Sacramento as an additional insured on LESSEE's liability insurance policy and such policy shall be endorsed to show that LESSEE's liability insurance policy is primary.
- C. LESSEE shall maintain Commercial Automobile Liability coverage form CA0001. Commercial Automobile Liability: Auto coverage symbol "1" (any auto) for corporate/business owned vehicles brought on the property for purposes of supporting LESSEE's operations. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply. Personal Lines automobile insurance shall apply if vehicles are individually owned.
- Commercial Automobile Liability for Corporate/business owned including non-owned and hired \$1,000,000 Combined Single Limit. Personal Lines automobile insurance limits of not less than \$100,000 per person, \$300,000 each accident, and \$50,000 property damage shall be maintained. Alternatively, the policy may be written at \$300,000 combined single limit.
- D. LESSEE shall maintain Worker's Compensation; Statutory requirements of the State of California and Employer's Liability Insurance with a limit of \$1,000,000 per accident for bodily injury or disease. LESSEE shall have the Workers Compensation policy endorses to state that the Worker's Compensation carrier waives its rights of subrogation against the COUNTY, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the LESSEE.
- E. LESSEE shall insure its own mobile, scheduled or contractor's equipment used in the performance of this Agreement.
- F. INLAND MARINE WAIVER OF SUBROGATION: Any Inland Marine Insurance policies maintained by the LESSEE in the performance of this Agreement shall be endorsed to state that the insurer shall waive all rights of subrogation against the COUNTY.
- G. MAINTENANCE OF INSURANCE: LESSEE shall furnish a certificate substantiating the fact that LESSEE has taken out the insurance herein set forth for the period covered by the lease with an insurance carrier(s) with an A.M. Best financial rating of not less than A-; VII and authorized to do business in the State of California. LESSEE is required by this Agreement to immediately notify COUNTY if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. LESSEE shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

- H. The certificate of insurance shall be filed with the Internal Services Agency, Real Estate Division, upon mutual execution of this Agreement.
 - I. COUNTY is self-insured for liability and shall furnish LESSEE a letter confirming this upon request.
 - J. LESSEE shall provide COUNTY thirty (30) days advance written notice of any cancellation, termination, or lapse of any of the insurance coverages. In the event LESSEE does not have the required certificates of insurance and/or binders evidencing the property insurance coverage, or the required insurance coverage lapses, this Agreement shall be terminated at the discretion of the COUNTY.
- 9.2 INDEMNIFICATION.** LESSEE shall defend, indemnify and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against any and all demands, claims, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, sustained by any person or to any property in, on or about the Leased Premises caused by a wrongful or negligent act or omission of LESSEE or anyone directly employed by LESSEE, its officers, agents, contractors, sub-contractors, consultants, invitees, guests, or tenants, except and in proportion to the extent caused by the negligent acts, errors or omissions or willful misconduct of COUNTY, its officers, directors, employees, agents or volunteers. This indemnification shall survive the termination or expiration of the Agreement.

ARTICLE 10

TERMINATION AND REMEDIES

- 10.1 EARLY TERMINATION BY COUNTY FOR CAUSE.** COUNTY has the right to terminate this Agreement before the expiration of the Term should LESSEE default in the performance of any promise, term, condition, or covenant required of it herein, and fails to cure such default within thirty (30) calendar days following written notice thereof from COUNTY. Said termination shall be effective upon receipt of COUNTY's written notice of early termination for cause by LESSEE. COUNTY shall not be responsible for any cost to or expense of LESSEE resulting from said early termination for cause.
- 10.2 EARLY TERMINATION BY LESSEE FOR CAUSE.** LESSEE has the right to terminate this Agreement before the expiration of the Term in the event of any material default by COUNTY in the performance of any promise, term, condition, or covenant required of it herein, and fails to cure such default within thirty (30) calendar days following written notice thereof from LESSEE. Said termination shall be effective upon receipt of LESSEE's written notice of early termination for cause by COUNTY. LESSEE shall not be responsible for any cost to or expense of COUNTY resulting from said early termination for cause.

10.3 COUNTY'S REMEDIES.

- A. The remedies set forth in this section shall be in addition to all other remedies that COUNTY may have in the event of breach of this Agreement by LESSEE, and nothing herein contained shall be construed to limit COUNTY's right to pursue the same, whether in law or in equity.
- B. Pursuant to Section 1951.2 of the California Civil Code:
- (1) In the event that LESSEE breaches this Agreement and abandons the property before the end of the Term hereof, or if LESSEE's right to possession is terminated by COUNTY because of a breach of this Agreement, this Agreement terminates. Upon such termination, the COUNTY may recover from LESSEE:
 - (a) the worth at the time of award of the unpaid Rent that had been earned at the time of termination;
 - (b) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that LESSEE proves could have been reasonably avoided;
 - (c) the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term hereof after the time of award exceeds the amount of such rental loss that LESSEE proves could be reasonably avoided; and
 - (d) Any other amount necessary to compensate COUNTY for all the detriment proximately caused by LESSEE's failure to perform its obligations under this Agreement, or which in the ordinary course of things would be likely to result therefrom.
 - (2) The "worth at the time of award" of the amounts referred to in Subsections B(1)(a) and (b) of this section is computed by allowing interest at the rate of 10%. The "worth at the time of award" of the amount referred to in Subsection B(1)(c) of this section is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus 1 percent.
 - (3) Damages which COUNTY may recover pursuant to Subsection B(1)(c) of this section include the "worth at the time of award" of the amount by which the unpaid Rent for the balance of the Term hereof exceeds the amount of such rental loss for the same period that LESSEE proves could be reasonably avoided; or COUNTY may recover damages pursuant to Subsection B(1)(c) of this section in the event that COUNTY relets the Premises prior to the time of award and proves that in reletting the property it acted reasonably and in a good-faith effort to mitigate the damages.

- (4) Efforts by COUNTY to mitigate the damages caused by LESSEE's breach of this Agreement do not waive COUNTY's right to recover damages pursuant to said Section 1951.2 and this section.
 - (5) Nothing in this section affects the right of COUNTY under this Agreement to indemnification for liability arising prior to the termination of this Agreement for personal injuries or property damage, as herein provided.
- C. Notwithstanding the foregoing, in the event of LESSEE's breach of this Agreement and abandonment of the Premises, pursuant to Section 1951.4 of the California Civil Code, COUNTY may, at its sole option, elect to continue this Agreement and enforce all its rights and remedies hereunder against LESSEE, including the right to recover the Rent as it becomes due.

ARTICLE 11 OTHER REQUIREMENTS

- 11.1 ENVIRONMENTAL FINES AND PENALTIES.** Notwithstanding the foregoing, LESSEE shall assume responsibility for and payment of any fines or penalties levied on either the COUNTY or LESSEE by any applicable local, state or federal authority (hereinafter Authority) for breaches by LESSEE of the Authority's environmental regulations. LESSEE agrees to be solely liable for the payment of all fines and penalties resulting from LESSEE's breach of Authority's environmental regulations, except and in proportion to the extent caused by the negligence or willful misconduct of COUNTY.

In addition, LESSEE understands and acknowledges that, during the course of the activities allowed by the Agreement, the environmental regulations implemented or imposed by the Authority on the COUNTY and LESSEE may change and LESSEE specifically agrees to comply with any future applicable environmental regulations implemented or imposed by the Authority on the COUNTY or LESSEE.

The provisions of this Paragraph shall survive the expiration or termination of this Agreement.

- 11.2 COMPLIANCE WITH LAWS.** In the prosecution of the work covered by this Agreement, LESSEE shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. In addition, LESSEE shall comply with all applicable local, state and federal occupational safety and health acts and regulations. If any failure by LESSEE to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against COUNTY, LESSEE shall reimburse and indemnify COUNTY for any such fine, penalty, cost or charge, including without limitation attorney's fees, court costs and expenses (excepting environmental fines and penalties which shall be handled in accordance with Paragraph 11.1 above). LESSEE further agrees in the event of any such action, upon notice thereof being provided by COUNTY, to defend such action free of cost, charge or expense to COUNTY. The provisions of this Paragraph shall survive the expiration or termination of this Agreement.

11.3 ENDANGERED SPECIES. *Intentionally omitted.*

11.4 CULTURAL RESOURCES. *Intentionally omitted.*

ARTICLE 12 GENERAL

12.1 WRITTEN COMMUNICATIONS AND NOTICE. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party pursuant to this Agreement shall be in writing and either served personally or sent by prepaid, first class, certified mail. Such matters shall be addressed to the other party at the following address:

To LESSOR at:

County of Sacramento
Department of General Services
Attn: Rick Smith
9660 Ecology Lane
Sacramento, CA 95827
Phone: (916) 876-6239

To LESSEE at:

Sacramento Metropolitan Cable
Television Commission
Attn: Karen Liu
901 H Street, Suite 206
Sacramento, CA 95814
Phone: (916) 874-6661
Fax: (916) 854-9666

With a copy to:

County of Sacramento
Real Estate Division
Asset Management Section
3711 Branch Center Road
Sacramento, CA 95827
Phone: (916) 876-6200

or such other address as a party may designate to the other by notice. Such notice shall be deemed effective five (5) days after transmittal as herein provided.

12.2 TAXES, POSSESSORY INTEREST, AND SPECIAL TAXATION.

- A. LESSEE shall, at LESSEE's sole cost and expense, pay any and all taxes, assessments, and other charges of whatsoever character that may be levied or charged upon LESSEE's interest, as herein may be created; improvements; operations; or right to use of the Premises.
- B. Under this lease a possessory interest subject to property taxation and special taxation may be created. Pursuant to California Revenue and Taxation Code Section 107.6, and Chapter 2.5 (commencing with Section 53311), Part 1, Division 2, Title 5, of the Government Code, notice is hereby given that such property interest may be subject to property taxation and

special taxation if created, and that the party in whom the possessory interest is vested may be subject to the payment of property or special taxes levied on such interest.

C. LESSEE's Right to Contest Taxes:

- (1) LESSEE shall have the right to contest in its own name, or, to the extent reasonably necessary, in COUNTY's name, in good faith and by all appropriate proceedings, the amount, applicability, or validity of any tax assessment pertaining to the Premises and LESSEE's operations thereon.
- (2) In the event LESSEE initiates such contest, COUNTY shall reasonably cooperate with LESSEE, provided that such contest will not subject any part of the Premises to forfeiture or loss; and provided, further, that if LESSEE contests any assessment made by the Assessor of COUNTY, such contest shall not be initiated in the name of COUNTY, and COUNTY shall not be obligated to cooperate therewith.
- (3) If at any time payment of any tax or assessment becomes necessary to prevent any forfeiture or loss, LESSEE shall timely pay such tax or assessment to prevent such forfeiture or loss.

12.3 AS-IS LEASE. LESSEE acknowledges that, except expressly contained in this Agreement neither COUNTY nor anyone acting for or on behalf of the COUNTY has made any representation, warranty or promise to LESSEE concerning the physical aspects or condition of the Premises; the feasibility or desirability of the Premises for any particular use; the presence of any other physical aspect of the Premises; and that in entering into the Agreement, LESSEE has not relied on any representation, statement or warranty of COUNTY or anyone acting for or on behalf of COUNTY, other than as may be expressly contained in this Agreement, and that all matters concerning the Premises shall be independently verified by LESSEE and that LESSEE shall lease the Premises on LESSEE's own examination thereof; and that if LESSEE elects to lease the Premises, LESSEE is leasing the Premises in its "as is" condition and its "as is" state of repair as of the Rent Commencement Date.

12.4 FORCE MAJEURE. Neither COUNTY nor LESSEE shall be deemed to be in breach of this Agreement, if either is prevented from performing any of its obligations herein by reason of strike, terrorism, boycott, labor dispute, embargo, shortage of energy or materials, act of God, act of a public enemy, act of a superior governmental authority, weather conditions, rebellion, riot, sabotage, or any other circumstance for which it is not responsible, which is not within its control and which cannot be modified or overcome by reasonable efforts of the prevented party.

12.5 CONSEQUENTIAL LOSS. In no event shall either party be liable to the other party for any indirect, special, consequential or punitive damages, including, but not limited to, loss of business or loss of profits, use, or data, or any other consequential damages of any kind or nature whatsoever, regardless of the form of action, which may arise from the performance, nonperformance, default or other breach of this Agreement.

12.6 RISK OF HAZARDS. LESSEE shall not do anything on the Premises, nor bring or keep anything thereon which will in any way increase the risk of fire or the rate of insurance, or which shall conflict with the regulations of any fire district having jurisdiction.

12.7 COUNTY RESERVED RIGHTS.

A. Entry.

- (1) COUNTY reserves the right, without liability to LESSEE, to enter the Premises for purposes of inspection, surveying and any use not substantially interfering with LESSEE's use.
- (2) COUNTY, its officers, agents, and employees shall have the right, without limitation, throughout the term of this Agreement to enter upon the Premises for any lawful purpose, including the purpose of determining whether LESSEE is complying with its obligations hereunder. Such entry by COUNTY shall not be deemed to excuse LESSEE's performance of any promise, term, condition, or covenant required of it by this Agreement, and shall not be deemed to constitute waiver thereof by COUNTY.

B. Reassignment.

COUNTY reserves the right, at any time during the term of this Agreement, to demand and receive reassignment from LESSEE of all, or any portion of, said Premises for any purposes other than that authorized by this Agreement. Any such demand by COUNTY for reassignment shall be made in writing. LESSEE hereby agrees that COUNTY's decision in the matter shall be conclusive and further agrees to make such reassignment when so requested. If any portion of said Premises is reassigned to COUNTY as provided herein, the parties hereto agree that the terms of this Agreement shall remain in full force and effect with regard to the Premises not reassigned. If all of said premises are reassigned to COUNTY and no area is available for LESSEE operations, COUNTY may terminate this Agreement by giving written notice to LESSEE. The parties will mutually agree on terms for costs associated with the COUNTY's exercise of its rights herein.

12.8 REMOVAL OF PERSONAL PROPERTY UPON TERMINATION OR EXPIRATION.

Upon COUNTY's request, LESSEE shall, within ninety (90) days of termination or expiration of this Agreement, remove the LESSEE personal property from the Premises, and shall restore the Premises to its original condition, reasonable wear and tear excepted. Such removal and repair shall be performed by LESSEE at its sole cost and expense. In the event that the Premises or any portion thereof are damaged by LESSEE, such damage shall be repaired immediately by LESSEE at its sole cost and expense. LESSEE shall be afforded reasonable access to the Premises to complete these tasks.

12.9 ABANDONED PROPERTY. Any LESSEE personal property not removed within ninety (90) days of termination or expiration of this Agreement shall be deemed abandoned property

and shall thereupon become the property of COUNTY to be used or disposed of by COUNTY without compensation to LESSEE. If COUNTY disposes of property abandoned by LESSEE within one hundred twenty (120) days after being abandoned by LESSEE, LESSEE shall compensate COUNTY for the actual costs incurred in disposing of any such abandoned property to the extent disposal costs exceed the amount realized through their disposal, provided such compensation shall not exceed \$25,000.

- 12.10 COUNTY'S RIGHT TO LEASE.** COUNTY warrants COUNTY is well seized of and has good right to lease the Premises, will defend the title thereto, and will indemnify LESSEE against any damage and expense which LESSEE may suffer by reason of any lien, encumbrance, restriction or defect in the title to or description herein of the Premises.
- 12.11 EXECUTION OF AGREEMENT.** Submission of this document by COUNTY for review, examination or execution by LESSEE does not constitute a reservation of an option to lease the Premises or any other property within the County of Sacramento, and this document shall not be effective as a lease agreement, or otherwise, unless and until approved by the Board of Supervisors of the COUNTY or executed by the officer authorized by said Board.
- 12.12 AUTHORITY OF SIGNATORS.** Each party to this Agreement warrants to the other that it is duly organized and existing and each signatory hereto represents to the other party that it has full right and authority to enter into and consummate this Agreement and all related documents.
- 12.13 SUCCESSORS IN INTEREST.** This Agreement shall be binding upon and inure to the benefit of the successors-in-interest of the parties hereto.
- 12.14 ASSIGNMENT AND SUBLETTING.** LESSEE shall not have the right to sublet its lease, or any of its rights under this Agreement, in whole or in part, nor have the right to assign this lease, in whole or in part, without the prior written consent of the COUNTY, which may be withheld for any reason. Subletting specifically includes, without limitation, the subleasing, licensing, or granting of other rights to use all or any portion of the Premises.
- 12.15 NATURE OF TENANCY.** LESSEE is not eligible for relocation payment or assistance as a consequence of this tenancy. No relocation payment or assistance will be made to LESSEE by COUNTY upon termination of tenancy.
- 12.16 TITLE TO THE PREMISES.** Fee title to the Premises is and shall remain vested in COUNTY. Nothing contained in this Agreement and no action or inaction by COUNTY shall be deemed or construed that COUNTY has granted to LESSEE any right, power or permission to do any act or to make any agreement which may create, give rise to, or be the foundation for, any right, title, interest, lien, charge or other encumbrance upon the estate of COUNTY in the Premises.
- 12.17 ESTOPPEL.** Upon COUNTY's written request, LESSEE shall deliver to COUNTY a written statement containing the following information, current as of the date of the statement: (A) The status of the Agreement. (B) An explanation of any default claims LESSEE may

have against COUNTY. (C) The Term of the Agreement. (D) The monthly Rent payable. LESSEE shall deliver such statement to COUNTY or to any prospective purchaser upon COUNTY's request. Any such statement by LESSEE may be given to any prospective purchaser or encumbrancer of the Property.

- 12.18 INDEPENDENT CONTRACTOR.** LESSEE is not an employee or agent of COUNTY by reason of this lease, or otherwise. LESSEE is an independent contractor, and as between COUNTY and LESSEE, LESSEE shall be solely responsible for its acts and omissions arising from or relating to its operations or activities.
- 12.19 PARTIAL INVALIDITY.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, or is found to be prohibited by law, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable or prohibited, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 12.20 SUPERSEDES.** This Agreement supersedes and cancels any and all oral negotiations or previously executed agreements between the parties hereto pertaining to the herein described Premises.
- 12.21 AMENDMENT AND WAIVERS.** This Agreement constitutes the entire understanding of the parties thereto and shall not be altered or amended except by a supplementary agreement in writing and signed by both parties. The failure of either COUNTY or LESSEE to exercise the rights granted hereunder shall not constitute a waiver of the same either at the time or upon a later recurrence.
- 12.22 RIGHT AND REMEDY.** No delay or omission in the exercise of any right or remedy of either party on any default of the other party shall impair such a right or remedy or be construed as a waiver of such default. Any waiver by either party of any default of the other party shall be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.
- 12.23 ATTORNEY'S FEES AND COSTS.** Any party may bring a suit or proceeding to enforce or require performance of the terms of this Agreement, and each party in that suit or proceeding shall be responsible for its own attorney's fees and costs.
- 12.24 GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
- 12.25 TIME OF ESSENCE.** Time is of the essence of this Agreement and the obligations of the parties to perform hereunder.
- 12.26 CONSTRUCTION.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the

masculine shall include the feminine and vice versa. It is agreed and acknowledged by the parties hereto that the provisions of this Agreement have been arrived at through negotiation, and that each of the parties has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement. All exhibits are referred to in this Agreement are attached and incorporated by this reference.

12.27 COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, by all of which, together, shall constitute one and the same instrument.

Remainder of page intentionally left blank.

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

LESSOR:

**COUNTY OF SACRAMENTO, a
political subdivision of the State of
California**

Date: _____

By: _____

Michael M. Morse, Director
Department of General Services

Under delegated authority by SCC 2.62.035

LESSEE:

**SACRAMENTO METROPOLITAN
CABLE TELEVISION COMMISSION,
a joint powers authority**

Date: _____

By: _____

**REVIEWED AND APPROVED BY
COUNTY COUNSEL:**

By: _____

Stephanie G. Percival
Deputy County Counsel

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APN 002-0142-014, Portion

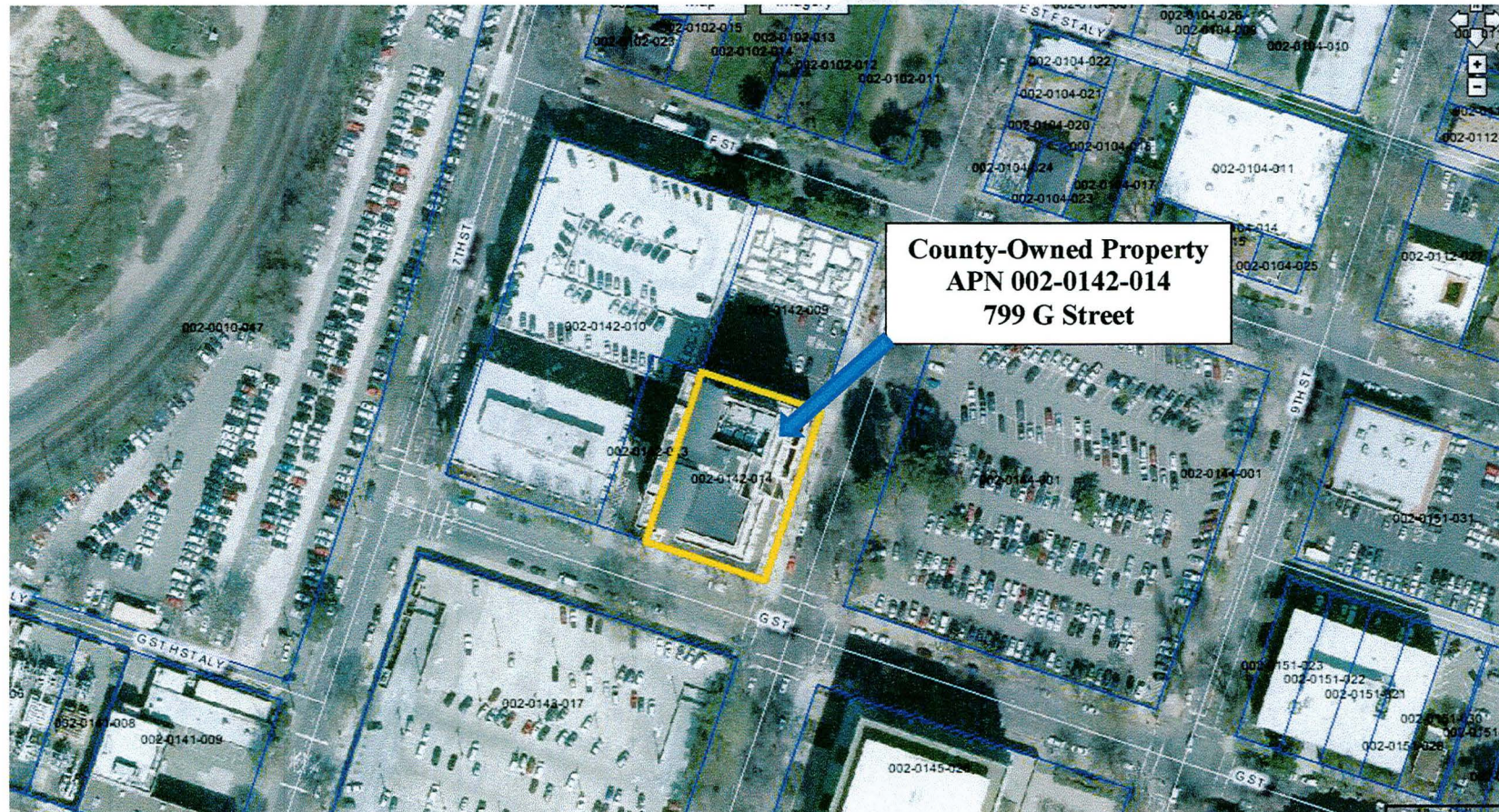
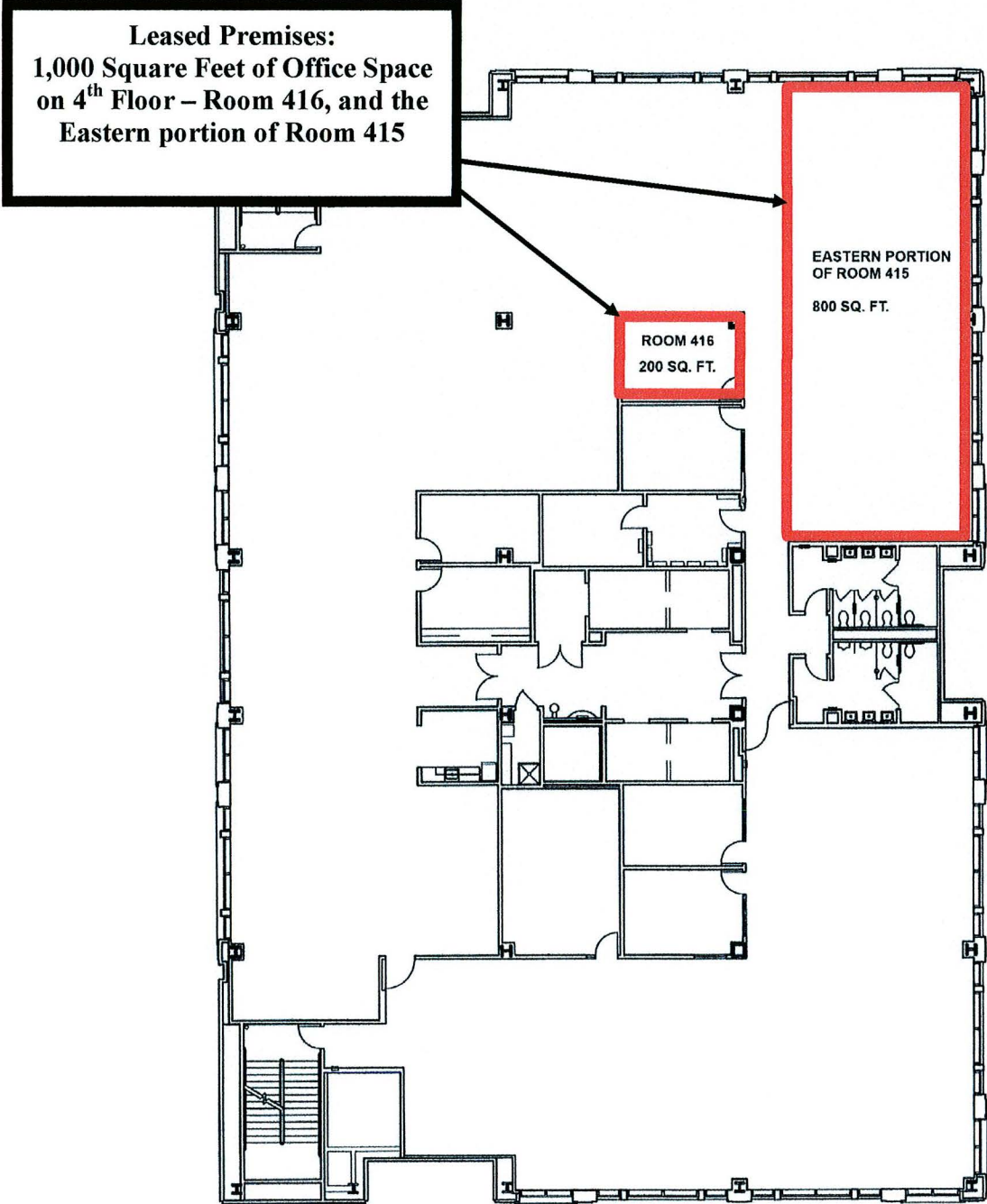


EXHIBIT "A"
Page 2 of 2
Premises - 799 G Street, 4th Floor



REPRESENTING
Sacramento County
and the Cities of:
Citrus Heights
Elk Grove
Folsom
Galt
Rancho Cordova
Sacramento



SACRAMENTO METROPOLITAN Cable Television Commission

901 H Street, Suite 206 ♦ Sacramento, CA 95814 ♦ www.sacmetro cable.tv

Phone: (916) 874-6661 ♦ Fax: (916) 854-9666

ROBERT A. DAVISON, EXECUTIVE DIRECTOR

AGENDA ITEM NO. 5

DATE: June 7, 2012

TO: Chair and Board of Directors

FROM: Robert A. Davison, Executive Director

SUBJECT: **RESOLUTION AUTHORIZING THE COMMISSION TO TERMINATE PARTICIPATION IN CALIFORNIA STATE ASSOCIATION OF COUNTIES - EXCESS INSURANCE AUTHORITY'S INSURANCE PROGRAMS AND ENTER INTO MEMBERSHIP WITH GOLDEN STATE RISK MANAGEMENT AUTHORITY TO PARTICIPATE IN GSRMA'S INSURANCE PROGRAMS**

RECOMMENDATION

It is recommended the Board approve Resolution No. 2012-011, Authorizing the Commission to terminate participation in California State Association of Counties – Excess Insurance Authority's (CSAC-EIA) Insurance Programs and Enter into Membership with Golden State Risk Management Authority (GSRMA) to participate in GSRMA's Insurance Programs, effective July 1, 2012.

BACKGROUND / DISCUSSION

The Sacramento Metropolitan Cable Television Commission (Commission) has participated in the CSAC-EIA's workers' compensation program since 2005; and utilizes general liability insurance and property insurance through programs arranged by Alliant Insurance Services (Alliant), a broker specializing in public entities. There is no deductible applicable to the workers' compensation program; the current general liability program has a \$1,000 deductible; and the current property program has a \$1,000 deductible. There have been no substantive claims in any program.

Golden State Risk Management Association (GSRMA) is a Joint Powers Authority founded in 1979 and provides primary and excess insurance coverage to smaller public / governmental entities. Clients include small counties, cities, fire districts, school districts, cemetery districts and a variety of other special districts. GSRMA is well known to the County of Sacramento's Risk Management staff as they are active participants in the CSAC-EIA program for reinsurance of excess coverage. GSRMA self-insures first dollar coverage and re-insures excess insurance through the CSAC-EIA.

At the request of the County's Risk Management Office, GSRMA developed proposals for the Commission to provide coverage for workers' compensation, general liability, and property insurance. The premiums in the proposals are considerably less than can be obtained with the current providers. A three-year commitment to join GSRMA will lock the rates for three years.

FISCAL IMPACTS

Fiscal Year 2012-13 Quotes from CSAC-EIA and GSRMA are as follows:

Coverage	CSAC-EIA / Alliant (Current Providers)	GSRMA (Proposed Provider)	Savings
Statutory Workers' Comp	\$22,375	\$ 7,516	\$ 14,859
General Liability	\$19,314 \$21,245*	\$10,439**	\$10,806
Property	\$1,361 \$1,497***	\$ 1,340**	\$157
TOTAL FY 2012-13 SAVINGS			\$25,822
* Renewal Date @ 9/29/12 - subject to a \$1,000 deductible **No deductible ***Renewal Date @ 7/1/12 – subject to a \$1,000 deductible			

Coverage through GSRMA is fully equivalent to coverage provided by CSAC-EIA and Alliant Insurance Services, but without a general liability deductible. Securing insurance coverage through GSRMA will save the Commission approximately \$25,822 in insurance premiums in Fiscal Year 2012-13. The rates are locked in for three years with a three-year commitment (rates are fixed but premiums could vary if the exposure, number of employees, payroll amounts, and property limits increase or decrease over that time).

Sacramento County Risk Management staff has reviewed the proposal and concurs with the recommendation to shift SMCTC workers' compensation, general liability, and property coverage to GSRMA. Staff is recommending the Board approve Resolution No. 2012-011, Authorizing the Commission to Terminate Participation in CSAC-EIA's Insurance Programs and Enter into Membership with GSRMA to participation in their insurance programs effective July 1, 2012, which delegates authority to the Chair and Executive Director to execute all the necessary documents.

Respectfully submitted,



ROBERT A. DAVISON, Executive Director

Attachments:

Resolution No. 2012-011
Termination Letter to CSAC-EIA (Draft)
Application for Public Entity Certificate of Consent to Self-Insure
Agreement for Admission of New Member to the GSRMA
GSRMA – JPA Agreement

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

RESOLUTION NO. 2012-011

A RESOLUTION AUTHORIZING THE COMMISSION TO TERMINATE PARTICIPATION IN THE CALIFORNIA STATE ASSOCIATION OF COUNTIES - EXCESS INSURANCE AUTHORITY'S INSURANCE PROGRAMS AND ENTER INTO MEMBERSHIP WITH GOLDEN STATE RISK MANAGEMENT AUTHORITY TO PARTICIPATE IN GSRMA'S INSURANCE PROGRAMS

BE IT RESOLVED AND ORDERED that the Governing Board of the Sacramento Metropolitan Cable Television Commission (Commission) authorizes the Chair and the Executive Director of the Commission to:

1. Terminate the current insurance with California State Association of Counties - Excess Insurance Authority (CSAC-EIA) effective July 1, 2012.
2. Enter into membership (three year minimum) with the Golden State Risk Management Authority (GSRMA) to secure workers' compensation coverage effective July 1, 2012. Fiscal Year 2012-13 premium payments will not exceed \$7,516, with these rates guaranteed for three years.
3. Terminate general liability coverage through Alliant Insurance Services (Alliant) effective July 1, 2012 and place coverage through GSRMA effective July 1, 2012. Premium payments will not exceed \$10,439, with these rates guaranteed for three years.
4. Terminate property coverage through Alliant effective July 1, 2012 and place coverage through GSRMA effective July 1, 2012. Premium payments will not exceed \$1,340, with these rates guaranteed for three years.

On a motion by Director _____, seconded by Director _____, the foregoing Resolution was passed and adopted by the Governing Board of the Sacramento Metropolitan Cable Television Commission, State of California, this 7th day of June, 2012, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair

Sacramento Metropolitan Cable Commission

ATTEST:

Clerk/Secretary of the Board

June __, 2012

Mr. Michael Fleming, Chief Executive Officer
CSAC-Excess Insurance Authority
75 Iron Point Circle, Suite 200
Folsom, CA 95630

RE: Termination of Sacramento Metropolitan Cable Television Commission Primary and
Excess Workers' Compensation Coverage

Dear Mr. Fleming,

Pursuant to the provisional withdrawal notice provided on November 1, 2011, this letter confirms that the primary and excess workers' compensation coverage for the Sacramento Metropolitan Cable Television Commission will terminate July 1, 2012.

Effective the same date, the above-referenced coverage will be placed with Golden State Risk Management Authority.

If you have any questions, please contact Steven Page at (916) 876-5020 or Paul Hight at (916) 876-5019.

Sincerely,

Chair
Sacramento Metropolitan Cable Television Commission Governing Board

cc: Steven Page, Risk & Loss Control



Our File: _____

APPLICATION FOR A PUBLIC ENTITY CERTIFICATE OF CONSENT TO SELF INSURE

NOTE: All questions must be answered. If not applicable, enter "N/A".
Workers' compensation insurance must be maintained until certificate is effective.

APPLICANT INFORMATION

Legal Name of Applicant (show exactly as on Charter or other official documents):

Street Address of Main Headquarters:

901 H Street, Ste. 206, Sacramento CA 95814

Mailing Address (if different from above):

PO Box 276130

Federal Tax ID No.:

94-6000529

City:

Sacramento

State:

CA

Zip + 4:

95814

TO WHOM DO YOU WANT CORRESPONDENCE REGARDING THIS APPLICATION ADDRESSED?

Name: Scott Schimke

Title: Risk Manager

Company Name: Golden State Risk Management Authority

Mailing Address: P O Box 706

City: Willows

State: CA

Zip + 4: 95988

Type of Public Entity (check one):

☐ City and/or County ☐ School District ☐ Police and/or Fire District ☐ Hospital District ☐ Joint Powers Authority

☒ Other (describe): Cable Television Commission

Type of Application (check one):

☒ New Application ☐ Reapplication due to Merger or Unification ☐ Reapplication due to Name Change Only

☐ Other (specify): _____

Date Self Insurance Program will begin: 7/1/2012

CURRENT PROGRAM FOR WORKERS' COMPENSATION LIABILITIES

☐ Currently Insured with State Compensation Insurance Fund, Policy Number: _____

Policy Expiration Date: _____ Yearly Premium: \$ _____

Current Yearly Incurred (paid & unpaid) Losses: \$ _____ (FY or CY)

☒ Currently Self Insured, Certificate Number: 5021-153

Name of Current Certificate Holder: CSAC Excess Insurance Authority

☐ Other (describe): _____

JOINT POWERS AUTHORITY

Will the applicant be a member of a workers' compensation Joint Powers Authority for the purpose of pooling workers' compensation liabilities?

☒ Yes ☐ No If yes, then complete the following:

Effective date of JPA Membership: July 1, 2012 JPA Certificate No.: 5804

Name and Title of JPA Executive Officer:

Scott Schimke

Name of Joint Powers Authority Agency:

Golden State Risk Mangement Authority

Mailing Address of JPA:

P O Box 706

City:	State:	Zip + 4:
<u>Willows</u>	<u>CA</u>	<u>95988</u>

Telephone Number: (530) 934-5633

PROPOSED CLAIMS ADMINISTRATOR

Who will be administering your agency's workers' compensation claims? (check one)

☒ JPA will administer, JPA Certificate No.: 5804

☐ Third party agency will administer, TPA Certificate No.: _____

☐ Public entity will self administer ☐ Insurance carrier will administer

Name of Individual Claims Administrator:

Gale Hamon

Name of Administrative Agency:

Golden State Risk Mangement Authority

Mailing Address:

P O Box 706

City:	State:	Zip + 4:
<u>Willows</u>	<u>CA</u>	<u>95988</u>

Telephone Number: (530) 934-5633 FAX Number: (530) 934-8133

Number of claims reporting locations to be used to handle the agency's claims: _____

Will all agency claims be handled by the administrator listed on previous page?

☒ Yes ☐ No

AGENCY EMPLOYMENT

Current Number of Agency Employees: 6

Number of Public Safety Officers (law enforcement, police or fire): _____

If a school district, number of certificated employees: _____

Will all agency employees be included in this self insurance program?

☒ Yes ☐ No

If no, explain who is not included and how workers' compensation coverage is to be provided to the excluded agency employees:

INJURY AND ILLNESS PREVENTION PROGRAM

Does the agency have a written Injury and Illness Prevention Program?

☒ Yes ☐ No

Individual responsible for agency Injury and Illness Prevention Program:

Name and Title:

Karen Liu, Administrative Services Officer II

Company or Agency Name:

Mailing Address:

PO Box 276130

City:

Sacramento

State:

CA

Zip + 4:

95827

Telephone Number: (916) 876-5019

SUPPLEMENTAL COVERAGE

Will your self insurance program be supplemented by any insurance or pooled coverage under a standard workers' compensation insurance policy?

☐ Yes ☒ No

If yes, then complete the following:

Name of Carrier or Excess Pool: _____

Policy Number: _____

Effective Date of Coverage: _____

Will your self insurance program be supplemented by any insurance or pooled coverage under a specific excess workers' compensation insurance policy? ☒ Yes ☐ No

If yes, then complete the following:

CSAC-Excess Insurance Authority

Name of Carrier or Excess Pool: _____

Policy Number: **EIA-PE 10 EWC - 02**

Effective Date of Coverage: **7-1-2012**

Retention Limits: **\$300,000**

Will your self insurance program be supplemented by any insurance or pooled coverage under an aggregate excess (stop loss) workers' compensation insurance policy? ☐ Yes ☒ No

If yes, then complete the following:

Name of Carrier or Excess Pool: _____

Policy Number: _____

Effective Date of Coverage: _____

Retention Limits: _____

RESOLUTION OF GOVERNING BOARD

See Attached Resolution—Page 5

CERTIFICATION

The undersigned on behalf of the applicant hereby applies for a Certificate of Consent to Self Insure the payment of workers' compensation liabilities pursuant to Labor Code Section 3700. The above information is submitted for the purpose of procuring said Certificate from the Director of Industrial Relations, State of California. If the Certificate is issued, the applicant agrees to comply with applicable California statutes and regulations pertaining to the payment of compensation that may become due to the applicant's employees covered by the Certificate.

Signature of Authorized Official:

Date:

Typed Name: _____

Robert A. Davidson

Title: _____

Executive Director

Agency Name: _____

Sacramento Metropolitan Cable Television Commission

Seal

(Emboss seal above or Notarize signature)

RESOLUTION NO.: _____ DATED: _____

**A RESOLUTION AUTHORIZING APPLICATION
TO THE DIRECTOR OF INDUSTRIAL RELATIONS, STATE OF CALIFORNIA
FOR A CERTIFICATE OF CONSENT TO SELF INSURE
WORKERS' COMPENSATION LIABILITIES**

At a meeting of the Board of Directors
(enter title)

of the _____,
(enter name of public agency, district)

a Cable Television Commission organized and existing under the laws of the State of California,
(enter type of agency)

held on the _____ day of _____, ~~19~~2012, the following resolution was adopted:

RESOLVED, that the Executive Director
(enter position titles)

be and they are hereby severally authorized and empowered to make application to the Director of Industrial Relations, State of California, for a Certificate of Consent to Self Insure workers' compensation liabilities on behalf of the

(enter name of district)

and to execute any and all documents required for such application.

I, Robert A. Davidson, the undersigned Executive Director
(enter name) (enter title)

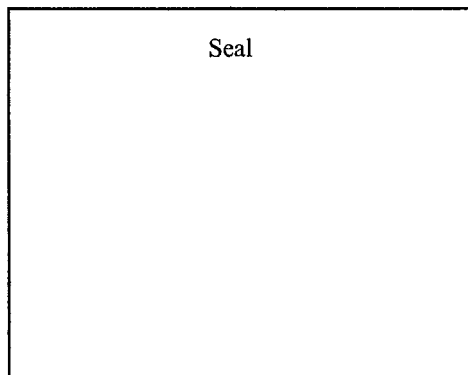
of the Board of the said _____,
(enter name of agency)

a Cable Television Commission, hereby certify that I am the Executive Director
(enter type of agency) (enter title)

of said Cable Television Commission, that the foregoing is a full, true and correct copy of the
(enter type of agency)

resolution duly passed by the Board at the meeting of said Board held on the day and at the place therein specified and that said resolution has never been revoked, rescinded, or set aside and is now in full force and effect.

IN WITNESS WHEREOF: I HAVE SIGNED MY NAME AND AFFIXED THE SEAL OF THIS



Cable Television Commission,
(enter type of agency)

THIS _____ DAY OF _____, ~~19~~2012

(Signature)

**AGREEMENT FOR ADMISSION OF NEW MEMBER
TO THE GOLDEN STATE RISK MANAGEMENT AUTHORITY**

Enclosures:

- 1) Golden State Risk Management Authority Joint Exercise of Powers Agreement;
- 2) Golden State Risk Management Authority Bylaws.

RECITALS

1. Sacramento Metropolitan Cable Television Commission a public agency within Sacramento County, State of California, has applied for membership in the Golden State Risk Management Authority.
2. Said membership is contingent upon the acceptance of, and agreement to abide by, the Golden State Risk Management Authority Joint Exercise of Powers Agreement (Encl. 1), and the Golden State Risk Management Authority By-Laws (Encl. 2).

AGREEMENT

Therefore, the, Sacramento Metropolitan Cable Television Commission a public agency, has applied for membership in the Golden State Risk Management Authority. It hereby accepts and agrees to all provisions of the Joint Exercise of Powers Agreement (Encl. 1) and the Bylaws of the Golden State Risk Management Authority (Encl. 2), and agrees to abide by and comply with all the provisions contained therein.

Upon entering this Agreement, the, Sacramento Metropolitan Cable Television Commission is accepted as a new member. Membership is effective as of the date of the prior conditional approval by the Board of Directors of the Golden State Risk Management Authority.

Dated: _____

Executive Director
Robert A. Davidson

Dated: _____

President of the Board
Golden State Risk Management Authority

Approved as to form:

Leonard G. Krup, General Counsel,
Golden State Risk Management Authority

Reviewed and Approved:

Scott Schimke, Risk Manager
Golden State Risk Management Authority

Adopted: April 10, 1979

Amended: April 27, 1992

Amended: June 11, 1997

Amended: July 1, 2000

Amended: July 14, 2004

Amended: July 1, 2009

**JOINT EXERCISE OF POWERS AGREEMENT
FOR PROVIDING LIABILITY, WORKERS' COMPENSATION,
PROPERTY AND OTHER COVERAGES**

ENTERED INTO BY

**PUBLIC AGENCIES WITHIN AND WITHOUT
THE STATE OF CALIFORNIA**

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JOINT EXERCISE OF POWERS AGREEMENT FOR PROVIDING LIABILITY, WORKERS' COMPENSATION, PROPERTY AND OTHER COVERAGES

* * *

THIS AGREEMENT is dated, for convenience, July 1, 1979, as the date the Agreement was initially entered into among certain public agencies within the County of Glenn. Thereafter, this Agreement has been amended to include Public Agencies within or without the State of California. These public agencies are hereafter referred to as "Member Agencies" and listed in Appendix "A", which may be amended from time to time.

PREAMBLE

Golden State Risk Management Authority is established for the purpose of providing services and other functions necessary and appropriate for the creation, operation, and maintenance of liability, workers' compensation, property and other risk pooling and coverage plans for the Member Agencies that are parties hereof, and to provide a forum for discussion, study, development and implementation of recommendations of mutual interest regarding risk pooling and insured programs.

R E C I T A L S

This Agreement is predicated upon the following facts:

1. WHEREAS the Member Agencies are public agencies organized and operating under the laws of the State of California or other states of the United States;
2. WHEREAS, the following California state laws, among others, authorize the Member Agencies to enter into this agreement:
 - a. Labor Code Section 3700(c) allowing a local public entity to fund its own worker's compensation Claims;
 - b. Government Code Sections 989 and 990, *et seq.* and Education Code Sections 17566 and 17567 permitting a local public entity to insure itself against liability and other losses;
 - c. Government Code Section 990.4 permitting a local public entity to provide insurance and self-insurance in any desired combination;

d. Government Code Section 990.8 permitting two or more local public entities to enter into an agreement to jointly fund such expenditures under the authority of Government Code Sections 6500 *et seq.*;

e. Government Code Sections 6500, *et seq.* permitting two or more local public entities (including public agencies located outside the State of California) to jointly exercise under an agreement any power which is common to each of them.

3. WHEREAS, each of the parties to this Agreement desires to join together with the other parties for the purpose of developing an effective risk management program to reduce the amount and frequency of their losses, pooling their self-insured losses, and jointly purchasing excess insurance and administrative services in connection with a joint program for said parties; and

4. WHEREAS, a feasibility study has shown that it is economically feasible and practical for the parties to this Agreement to do so;

5. WHEREAS, this Authority was originally created and was known as the "Glenn County Joint Powers Authority",

NOW, THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE 1 PURPOSES

This Agreement is entered into by Member Agencies pursuant to the provisions of California Government Code sections 990, 990.4, 990.8 and 6500 *et seq.* in order to develop an effective risk management program: (a) to reduce the amount and frequency of their losses, (b) to pool their self-insured losses, and (c) to jointly purchase excess insurance and administrative services in connection with a joint protection program for the Member Agencies.

These purposes shall be accomplished through the exercise of the powers of Member Agencies jointly in the creation of a separate entity, now know as "Golden State Risk Management Authority", to administer a joint protection program wherein Member Agencies will pool their losses and Claims, jointly purchase excess insurance and administrative and other services, including Claims adjusting, data processing, risk management, loss prevention, legal and related services.

It is also the purpose of this Agreement to provide, to the extent permitted by law, for the inclusion at a subsequent date of such additional public agencies organized and existing under the laws of the State of California or of any other state of the United States as may desire to

become parties to this Agreement and members of the Authority, subject to approval by the Board.

ARTICLE 2 RULES OF CONSTRUCTION

A. The following rules of construction apply:

1. The present tense includes the past or future tense; the future tense includes the present tense.
2. The singular includes the plural and the plural includes the singular.
3. "Shall" is mandatory and "may" is permissive.
4. The masculine gender includes the feminine and neuter.

ARTICLE 3 PARTIES TO AGREEMENT

Each party to this Agreement certifies that it intends to, and does contract with, all other parties who are signatories of this Agreement and, in addition, with such other parties as may later be added as parties to, and signatories of, this Agreement. Each party to this Agreement also certifies that the deletion of any party from this Agreement, by cancellation or withdrawal, shall not affect this Agreement nor the remaining parties' intent to contract as described above with the other parties to the Agreement then remaining.

ARTICLE 4 CREATION OF AUTHORITY

Pursuant to Section 6500 *et seq.* of the Government Code, the Authority, a public entity, separate and apart from the parties to this Agreement, is hereby created. The creation of a separate public entity is intended by this Agreement pursuant to Government Code Section 6507. The Authority shall be known as the Golden State Risk Management Authority. The Authority shall be governed by a Board whose composition, powers and duties are set forth in the Bylaws.

ARTICLE 5 TERM OF AGREEMENT

This Agreement is effective July 1, 1979, and continues until terminated as hereafter provided.

ARTICLE 6 BYLAWS

This Agreement fully incorporates the Bylaws, as adopted and which may be amended from time to time consistent with this Agreement, by the Board.

ARTICLE 7 POWERS OF THE AUTHORITY

A. The Authority is authorized, in its own name, to do all acts necessary for the exercise of those powers referred to in Recital 2 including, but not limited to each of the following:

1. Make and enter into contracts;
2. Incur debts, liabilities, and obligations; but no debt, liability, or obligation of the Authority is a debt, liability, or obligation of any Member Agency which is a party to this Agreement, except as otherwise provided in Article 8 herein and in Article IV of the Bylaws;
3. Acquire, hold or dispose of real and personal property;
4. Receive contributions and donations of property, funds, services, and other forms of assistance from any source;
5. Sue and be sued in its name;
6. Employ agents and employees;
7. Acquire, construct, manage, and maintain buildings;
8. Lease real or personal property including that of a Member Agency;
9. Receive, collect, invest, and disburse moneys; and
10. All other powers described in Government Code Sections 6508 and 6509.5 which sections are incorporated by reference.

These powers shall be exercised in the manner provided by law, and, except as expressly set forth in this Agreement, subject only to those restrictions upon the manner of exercising the powers which are imposed upon the County of Glenn in the exercise of similar powers.

ARTICLE 8

AUTHORITY FUNCTIONS AND RESPONSIBILITIES

A. The Authority shall perform the following functions in discharging its responsibilities under this Agreement:

1. Adopt an annual budget;
2. Establish such funds and accounts as required for efficient operation of the Authority and good accounting practices;
3. Maintain or have maintained accurate loss records for all covered risks, for all Claims paid, and for such other losses as the Board requires or directs be maintained;
4. Acquire protection against risks, as authorized by the Board, that may include, but are not limited to, general liability, public officials' errors and omissions liability, employment practices liability, pollution liability, automobile liability, watercraft liability, workers' compensation, property, and equipment breakdown, through, but not limited to, self-insurance funding, risk pooling and/or commercial insurance, for primary, excess and/or umbrella insurance coverage, by negotiation, bid, or purchase;
5. Provide loss prevention, safety and loss control services;
6. Provide Claims management services for covered risks;
7. Provide Claims recovery and subrogation services to investigate, pursue, and collect for damages resulting from Covered Losses that are caused, partly or totally, by the acts of others;
8. Select and retain legal counsel and Claims legal defense counsel;
9. Perform other functions for the purpose of accomplishing the goals of this Agreement.

ARTICLE 9

MEMBER AGENCY RESPONSIBILITIES

A. Each Member Agency has the following responsibilities:

1. Designate a primary contact for the Authority;

2. Pursuant to the procedures set forth in the Bylaws, appoint representatives to the Authority Board;
3. Pay timely all contribution charges, contribution surcharges, adjustments or any other fees or charges.
4. Notify and cooperate fully with the Authority in all matters relating to any and all Claims;
5. Provide annually all information required or requested by the Authority in order for the Authority to properly calculate contributions and to carry out the Joint Protection Program under this Agreement;
6. Provide annually current, complete, and accurate information of the values of buildings and contents covered by the Authority;
7. Maintain loss prevention and risk management policies that can reasonably be expected to reduce, or minimize, the Member Agency's losses;
8. Such other responsibilities as are provided elsewhere in this Agreement and as are established by the Board in order to carry out the purposes of this Agreement.

ARTICLE 10

TERMINATION

A. This Agreement may be terminated at any time by the written consent of three-fourths of the Member Agencies, provided, however, that this Agreement and the Authority shall continue to exist for the purpose of disposing of all Claims, distribution of assets and all other functions necessary to wind up the affairs of the Authority.

B. Upon termination of this Agreement, all assets of the Authority shall be distributed only among the parties that have been Member Agencies in the joint protection program, including any of those parties which previously withdrew, in accordance with and proportionate to their contribution payments made during the term of this Agreement. The Board shall determine such distribution within six months after the last pending Claim or loss covered by this Agreement has been finally adjusted, resolved and concluded.

C. The Board is vested with all powers for the purpose of concluding and dissolving the business affairs of the Authority. These powers shall include the power to assess current and former Member Agencies (Member Agencies at the time existing unpaid Claims arose or losses incurred), to pay any additional amounts necessary for the final disposition of all Claims and

losses covered by this Agreement. A Member Agency's share of such additional contribution shall be determined on the same basis as that provided for in Paragraph B. of this Article.

D. Termination of any Member Agency shall not be construed as a completion of the purpose of this Agreement and shall not require the repayment or return to any terminating Member Agency of all or any part of any contributions, payments or advances made until the Agreement is rescinded or terminated as to all parties.

E. The decision of the Board under this Article shall be final.

ARTICLE 11 PROHIBITION AGAINST ASSIGNMENT

No Member Agency may assign any right, claim, or interest it may have under this Agreement, and no creditor, assignee, or their party beneficiary of any Member Agency shall have any right, claim, or title to any part, share, interest, fund, contribution, or asset of the Authority.

ARTICLE 12 AMENDMENTS

This Agreement may be amended from time to time by an affirmative vote of more than 50% of the Member Agencies.

ARTICLE 13 ENFORCEMENT

The Authority is hereby granted the authority to enforce this Agreement. In the event any action is instituted concerning a dispute involving any provision of this Agreement, the prevailing party in such action shall be entitled to such sums as the court may fix as attorneys fees and costs.

ARTICLE 14 COUNTERPARTS

This Agreement may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

ARTICLE 15
COMPLETE AGREEMENT

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

ARTICLE 16
FILING WITH SECRETARY OF STATE

The Risk Manager shall file a notice of this Agreement with the office of California Secretary of State within thirty (30) days of its effective date, as required by the Government Code section 6503.5 and within seventy (70) days of its effective date as required by Government Code section 53051.

SIGNATORIES

The original signatures for the Member Agencies are set forth in the original Joint Powers Agreement. The necessary signatures for Amendments to this Agreement are set forth with each Amended Agreement.

APPENDIX A JOINT POWERS AGREEMENT MEMBER AGENCIES (AS OF JULY 1, 2009)		
Albion-Little River Fire Protection. District	Castroville Cemetery District Cayucos-Morro Bay Cemetery District	Foothill Fire Protection District Galt-Arno Cemetery District German Cemetery District Glenn Codora Fire District Glenn Colusa Fire District Glenn County IHSS Public Authority
Alturas Cemetery District	Central Valley Cemetery District	Glenn County Office of Education
Anderson Cemetery District	Chester Cemetery District City of Orland	Glenn County Olive Pest Management District
Arbuckle Cemetery District	Clovis Cemetery District	Glenn County Resource Conservation District
Arbuckle Public Utility District	Coffee Creek Volunteer Fire District	Glenn County Transit
Arroyo Grande Cemetery District	Columbia Cemetery District	Gridley-Biggs Cemetery District Halcumb Cemetery District Hamilton City Community Services District
Artois Community Services District	Colusa Basin Drainage District Colusa Cemetery District Colusa County One-Stop Partnership	Hamilton City Fire Protection District
Artois Fire District		Hamilton Unified School District
Atascadero Cemetery District	Comptche Community Services District	
Auburn Public Cemetery District	Corning Cemetery District	Hanford Cemetery District Happy Homestead Cemetery District
Bayliss Fire Protection District	Cortina Creek Flood Control and FWCD	Hills Ferry Cemetery District
BearValley/Indian Valley Fire District	Cottonwood Cemetery District County of Glenn	Hornbrook Cemetery District
Berry Creek Community Services District	Dobbins-Oregon House Fire Protection District	Hornbrook Community Services District
Browns Valley Cemetery District		Kelsey Cemetery District
Brownsville Cemetery District	Elk Community Services District Elk Creek Cemetery District Elk Creek Community Services District	Kelseyville Cemetery District
Burney Cemetery District	Elk Creek Fire District Elk Grove - Consumnes Cemetery District	Keystone Cemetery District Kimsheew Cemetery District Lake Elementary School District Levee District #1 Levee District #2 Levee District #3 Little Valley Community Services District
Butte City Community Services District	Elsinore Valley Cemetery District Fair Oaks Cemetery District Fall River Mills Fire Protection District	Live Oak Cemetery District
Byron-Brentwood-Knightson Union Cemetery District	First 5 Colusa Children & Family Commission	Los Banos Cemetery District Los Molinos Cemetery District Lower Lake Cemetery District Manton Joint Cemetery District
Cambria Cemetery District	First 5 Glenn County	
Camptonville Community Services District	First 5 Yuba Commission	
Capay Fire Protection District		
Capay Joint Union School District		
Capitol Southeast Connector JPA		
Carters Cemetery District		

Marvin Chapel Cemetery District Marys Cemetery District	District Paradise Cemetery District Paso Robles Cemetery District	District Sierra County Cemetery District #5
Maxwell Cemetery District Maxwell Fire Protection District Maxwell Public Utilities District Maxwell Recreation & Parks District	Patterson Cemetery District Peoria Cemetery District Perris Valley Cemetery District	Snelling Cemetery District Stony Creek Joint Unified School District Stonyford Cemetery District Storm Drain Maintenance District #1 Storm Drain Maintenance District #3 Sutter Cemetery District Sylvan Cemetery District Tehama Cemetery District
Mendocino Community Services District Mendocino Fire Protection District Mendocino Little River Cemetery District	Picard Cemetery District Piercy Fire Department Pine Creek Cemetery District	Tehama Colusa Canal Authority Tipton-Pixley Cemetery District
Merced Cemetery District Millville Cemetery District Mount Shasta Fire Protection District	Placer County Cemetery District #1 Plainsburg Cemetery District	Tracy Public Cemetery District
Murrieta Valley Cemetery District North Willows Community Services Area N.E. Willows Community Services District	Plaza Elementary School District Pleasant Grove Cemetery District Pliocene Ridge Community Service Dist	Trinity Center Community Services District Truckee Cemetery District
Napa-Berryessa Resort Improvement District Nevada Cemetery District Nevada-Sierra Regional IHSS	Princeton Joint Unified School District	Ukiah Valley Fire Dist Upham Cemetery District Upper Lake Cemetery District Visalia Cemetery District
Newcastle, Rocklin, Gold Hill Cemetery District	Quincy-LaPorte Cemetery District Ramona Cemetery District	Wheatland Cemetery District
Newville Cemetery District	Reclamation District 2140 Red Bluff Cemetery District	Wildomar Cemetery District Williams Cemetery District Williams Fire Protection Authority Willows Cemetery District Willows Rural Fire District Willows Unified School District Winton Cemetery District
North Central Counties Consortium Oak Grove Cemetery District	Redwood Coast Fire Protection District Riverview Cemetery District	Yuba LAFCO
Oak Hill Cemetery District Orange County Cemetery District Ord Bend Community Services District Ord Bend Fire District	Russian River Cemetery District Salsipuedes Sanitary District Santa Margarita Cemetery District Santa Maria Cemetery District	Zamora Fire District
Orland Artois Water District Orland Cemetery District Orland Rural Fire District Orland Unified School District Oroville Cemetery District Pajaro Valley Public Cemetery	Selma Cemetery District Shasta Valley Cemetery District Shaws Flat-Springfield Cemetery	

GOLDEN STATE RISK MANAGEMENT AUTHORITY
BYLAWS

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ARTICLE I.
DEFINITIONS

A. Unless the context otherwise requires, the designated terms in the Joint Powers Agreement and Bylaws have the following definitions:

1. "Authority" means the Golden State Risk Management Authority.
2. "Basic Risk Coverages" shall mean the protection package offered to all Member Agencies, consisting of protection for risks related to General Liability, Workers' Compensation, Property, and Miscellaneous exposures.
3. "Board" or "Governing Board" shall mean the governing board of the Authority;
4. "Certificate of Coverage" or "COC" is the document issued by the Authority to Member Agencies specifying the scope and amount of pooled protection provided to each Member Agency by the Authority.
5. "City" shall include cities, towns, and villages, whether incorporated or not. City does not include a County.
6. "Claim" shall mean any demand, action, suit or proceeding against a Member Agency arising out of an occurrence that falls within the Authority's Joint Protection Program.
7. "County" shall mean a political subdivision of the State of California or any other State of the United States of America. County does not include a City.
8. "Covered Loss" is a loss resulting from a Claim against a Member Agency, in excess of the Member Agency's deductible, retained limit or self-insured retention that falls within the Joint Protection Program, as prescribed by the pertinent Memorandum of Coverage and Certificate of Coverage.
9. "Excess Coverage" shall mean that coverage afforded by commercial insurance or any pooling arrangement purchased by the Authority to cover losses in excess of the Authority's own deductible, retained limit or self-insured retention.
10. "Fiscal Year" is the period from the first day of July of each year to and including the thirtieth day of June of the following year.
11. "Incurred Loss" is the sum of moneys paid and reserved by the Authority that is necessary to investigate and defend a Claim and to satisfy a Covered Loss sustained by a Member Agency.
12. "Joint Protection Program" or "Program" shall mean the operation of the Authority under which the Member Agencies are protected against designated

losses, through pooling of self-insured funds, joint purchase of commercial insurance, or any combination as determined by the Board.

13. "Member" means a member of the Board.
14. "Member Agency" means any public agency that is a party to this Agreement.
15. "Memorandum of Coverage" or "MOC" is the document issued by the Authority to Member Agencies specifying the limits of liability of the coverage provided to each Member Agency, including the Authority's deductible or retention amount and Excess Coverage limits.
16. "PCA" refers to the cemetery districts that comprise the organizational entity, known as the "Public Cemetery Alliance".
17. "Special District" shall mean special districts created pursuant to the law of the State of California or of any other state which provides any governmental service. Special Districts shall be treated as Member Agencies except that Special Districts governed through the Board of Supervisors of a County shall be represented on the Board by that County in accordance with Article III hereof. A cemetery district that is a member of the PCA is not a Special District.

ARTICLE II.

OFFICES

The Authority's principal office for the transaction of business is located at 247 West Sycamore Street, Willows, California. The Governing Board may change the location of the principal office from time to time.

ARTICLE III.

GOVERNING BOARD

A. GOVERNING BOARD

The Authority shall be governed by a Board composed of seven (7) Members, all of whom shall be elected or appointed Members of the governing boards of Member Agencies. The Members of the Board shall be composed of: (1) two Members from the boards of supervisors of County Member Agencies; (2) one Member from the city council of a City Member Agency; (3) one Member from the board of trustees of a school district Member Agency; (4) one Member from the board of directors of a cemetery district that is a member of PCA; (5) one Member from the board of directors of a fire protection district Member Agency; and (6) one member from the board of directors of a Special District Member Agency.

B. COMPOSITION OF BOARD

The composition of Governing Board and the selection procedure hereinafter described shall be implemented as follows:

1. Two Members from the County boards of supervisors shall be appointed as follows:
 - a. If there is only one County Member Agency, that Member Agency shall appoint both Members;
 - b. If there are two County Member Agencies, each shall appoint one Member;
 - c. If there are more than two County Member Agencies, the Board shall determine by lot which two County Member Agencies shall appoint the County Members. Each selected County Member Agency shall then have the authority and duty to appoint one Member for a term of two years. The appointment may be of any supervisor from any of the County Member Agencies;
2. The Board shall first determine by lot, as set forth in Article VI., section A.2., the specific City, school district, PCA cemetery district, fire protection district, and Special District that will have the authority to appoint their respective Member. Each selected city, school district, cemetery district, fire protection district, and special district shall then have the authority and duty to appoint one Board Member, as follows:
 - a. The selected City may appoint any City councilman from any of the City Member Agencies;
 - b. The selected school district may appoint any school district trustee from any of the school district Member Agencies.
 - c. The selected PCA cemetery district may appoint any cemetery district director from any of the cemetery district Member Agencies that are members of PCA.
 - d. The selected fire protection district may appoint any fire protection district director from any of the fire protection district Member Agencies.
 - e. The selected Special District may appoint any Special District director from any of the Special District Member Agencies.

C. TERMS OF OFFICE

1. The term of each Member shall be two years.
2. Each Member serves at the pleasure of his or her respective appointing governing body and may be replaced at any time. The County Members shall also represent

all special districts that are governed by County boards of supervisors. No person who is an employee of any Member Agency shall be appointed to serve on the Governing Board.

D. VOTING AND COMPENSATION

1. Each Member has one vote.
2. Each Member shall be entitled to compensation in an amount up to \$250.00 per meeting of the Board attended. The Board shall establish the actual amount of compensation up to the maximum. In addition, Members shall be entitled to reimbursement for transportation expenses incurred in connection with performance of duties as a Member pursuant to the Internal Revenue Service's established allowance. The Board may authorize additional reimbursement for other expenses incurred in connection with duties as a Member.

E. POWERS OF THE BOARD

The Board, consistent with the purposes of the Agreement and these Bylaws, has the power to:

1. Adopt and amend the Authority's Bylaws;
2. Approve or reject agencies applying to become Member Agencies;
3. Elect and remove the risk manager and officers of the Authority;
4. Establish an executive committee or any other committees and delegate to them functions not otherwise reserved to the Board;
5. Contract with consultants and other professional persons or firms, as it considers necessary to carry out the purposes of the Agreement;
6. Authorize risk management audits to review the participation of each Member Agency in the Program;
7. Authorize any officer, staff member, or agent of the Authority to execute any contract in the name of and on behalf of the Authority, and such authorization may be general or specific in nature; however, unless so authorized, no officer, staff member or agent shall have any power to bind the Authority by contract;
8. Approve loss analysis controls by use of statistical analysis, data processing, record and file keeping services in order to help identify high exposure operations and evaluate proper levels of self-retention and possible deductibles;

9. Approve plans to assist Member Agencies in maintaining current, complete, and accurate building and contents values by location for insured properties;
10. Conduct all necessary actions in concluding and dissolving the business affairs of the Authority, including determining the distributions to Member Agencies upon termination of the Authority;
11. Approve specific risks for which the Authority intends to provide protection;
12. Determine the necessity for and amount of any contribution surcharge that may be imposed because of circumstances described in Article X.C.1. and 2. of these Bylaws; and
13. Act in furtherance of the Agreement and these Bylaws.

F. ADDITIONAL DUTIES OF THE BOARD

In addition to duties specifically expressed in the Agreement or in the Bylaws, the Board shall:

1. Maintain membership in at least one (1) public risk management association.
2. Assign at least one (1) Member to attend an annual risk management conference.

ARTICLE IV.
OFFICERS

A. PRESIDENT AND VICE-PRESIDENT

The Board shall elect a president and vice-president from among its Members at its first meeting each calendar year. Thereafter, at its first meeting in each succeeding calendar year, the Board shall elect a president and vice-president. The term of office of the president and vice president shall be for one (1) year. If either the president or vice-president ceases to be a Member, the resulting vacancy shall be filled at the next regular meeting of the Board which is held after the vacancy occurs. The president shall preside at and conduct all meetings of the Board. In the absence or inability of the president to act, the vice president acts as president. The president also serves as the treasurer of the Authority.

B. RISK MANAGER

The risk manager shall be selected and appointed by the Board. The position includes the functions of secretary, chief administrative officer of the Authority, and auditor. The risk manager shall be responsible to the Board for the performance of all functions of the Authority as provided in the Agreement and these Bylaws. In the absence of both the president and vice-president, the risk manager shall preside at and conduct meetings of the Board.

C. TREASURER AND AUDITOR

Other than prescribed above, the Board may appoint one of the Authority's officers or employees to serve in the position of either treasurer or auditor, or both of such positions. These offices may be held by separate officers or employees or combined and held by one officer or employee. Such person or persons appointed shall have the powers, duties, and responsibilities as set forth in Government Code Sections 6505, 6505.5 and 6505.6, including the duty to cause an independent annual audit to be made in compliance with Government Code Section 6505.

1. The treasurer shall:
 - a. Have the custody of the Authority's funds;
 - b. Disburse the Authority's funds pursuant to the Board's authority;
 - c. Invest and reinvest the Authority's funds in accordance with state law.
2. The auditor shall:
 - a. Draw warrants to pay demands against the Authority. The warrants drawn by the auditor shall be reviewed by the Board and approved and ratified at the first meeting of the Board following the draft of the warrants;
 - b. Establish and maintain the funds and accounts in accordance with acceptable accounting practices and shall maintain such other records as the Board requires;
 - c. Within one hundred twenty (120) days after the close of each Fiscal Year, give a complete written report of all financial activities for that Fiscal Year to the Authority for the annual audit by a certified public accountant.

D. ASSUMPTION OF DUTIES

Each officer shall assume the duties of his office upon election or appointment, unless otherwise declared by the Board.

E. OFFICIAL BOND

The Board shall require the risk manager, treasurer, and auditor to cause to be filed with the Authority an official bond in an amount to be fixed by the Board, but not less than \$500,000. The Authority shall pay the cost of the premiums for each bond required by it. In the alternative, the Authority may utilize and participate in bond coverage by means of a master bond jointly purchased by public agencies.

F. REMOVAL AND VACANCIES

The Board may remove an officer at any time. A vacancy in an officer position, because of death, resignation, removal, disqualification, or any other cause, shall be filled by election of the Board.

**ARTICLE V.
LIABILITY OF GOVERNING BOARD , OFFICERS,
COMMITTEE MEMBERS AND LEGAL ADVISORS**

A. Members, officers, committee members, and legal advisors to the Board or any committees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to the Agreement and Bylaws. They shall not be liable for any mistake of judgment or any other action made, taken or omitted by them in good faith, nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care, nor for loss incurred through investment of Authority funds, or failure to invest.

B. No Member, officer, committee member, or legal advisor to the Board or any committee shall be responsible for any action taken or omitted by any other Member, officer, committee member, or legal advisor to the Board or any committee. No Member, officer, committee member, or legal advisor to the Board or any committee shall be required to give a bond or other security to guarantee the faithful performance of their duties pursuant to the Agreement and Bylaws.

C. The Authority shall investigate and defend actions against, and pay on behalf of the Authority, the Board, the individual Members, the officers of the Authority, any committee, the individual committee members and any legal advisor to the Board within the scope of their assigned duties pursuant to Article IV, subject to a limit of liability within the discretion of the Board, all sums that they or any of them become legally obligated to pay as damages because of any act or omission in the performance of their respective duties as provided in the Agreement and in these Bylaws. This coverage shall not apply to intentionally dishonest or fraudulent acts, or to punitive damages, penalties or sanctions. In the alternative, the Authority may purchase insurance coverage for these exposures, to the extent allowed by law.

D. The risk manager shall contract for all necessary investigation and shall select defense counsel under this Article.

**ARTICLE VI.
BOARD MEETINGS**

A. REGULAR MEETINGS

1. The Board shall hold bi-monthly meetings. Unless otherwise notified pursuant to the Ralph M. Brown Act, these meetings shall be held at 6:00 p.m. on the second Wednesday of every other month (i.e. July, September, November, January,

March, and May). Should any of these days fall upon a legal holiday, the meeting of the Board shall be held on the same day of the following week.

2. At the January regular meeting, the Board shall elect officers as required by the Agreement and these Bylaws. At the March regular meeting, the Board shall select, by lot, the City, school district, Special District, fire protection district, or PCA cemetery district that will appoint a new Member due to the expiration of the term of the existing Member. At the May regular meeting, the Board shall review, modify if necessary, and adopt the annual operating budget of the Authority. At any meeting, the Board may transact any other business within its powers, and receive reports of the operations and affairs of the Authority.
3. Written notice of each regular meeting of the Board shall be delivered to each Member and/or alternate Member at least seven (7) days in advance of the meeting. The notice shall specify:
 - a. The place, date and hour of the meeting,
 - b. Those matters which are intended to be presented for action by the Board,
 - c. The general nature of any proposal for action by the Board concerning a change in the Agreement or these Bylaws, a change in the membership of the Authority, or any other matter substantially affecting the rights and obligations of the Member Agencies.

B. SPECIAL MEETINGS

1. A special meeting of the Board may be called at any time by the president of the Board, or by a majority of the Members or by the risk manager subject to the requirements for 24-hour written notice to the members and to requesting representatives of the media provided in Section 54956 of the California Government Code.
2. The notice of a special meeting shall specify the time and place of the meeting and the business to be transacted. No other business shall be considered at the meeting.

C. RALPH M. BROWN ACT AND CLOSED SESSIONS

1. Each meeting of the Board, including, without limitation, regular, adjourned regular and special meetings, including any closed session, shall be called, noticed, held, and conducted in accordance with the Ralph M. Brown Act (Section 54950 et. seq. of the Government Code).
2. Closed sessions for pending litigation shall not be semi-closed. Interested members of the public shall not be admitted to a closed session. Closed sessions for pending litigation shall only be attended by Members, legal counsel to the

Board, and necessary Authority staff. Persons without an official role in the meeting shall not be present.

3. The risk manager, or his alternate, shall attend closed sessions as the sole necessary or required member of the Authority staff.

D. PLACE OF MEETINGS

Each regular or special meeting of the Board shall be held at a place within the State of California designated by the Board at its preceding meeting or, if no such designation is made, as designated by the risk manager or the president of the Board.

E. RULES OF ORDER AND MINUTES

1. The risk manager shall keep minutes of all regular, adjourned regular and special meetings. Within sixty (60) days after the adoption of the minutes of a meeting, the risk manager shall have a copy of the adopted minutes made available online in the Authority's website accessible by each Member and by each Member Agency through their respective accounts. Alternatively, if a Member or a Member Agency has no internet access, the Authority shall provide a copy of said minutes to the Member or Member Agency upon written request.
2. All meetings of the Board, and of any committees of the Authority, shall be conducted in accordance with Robert's Rules of Order, provided that in the event of a conflict, such rules shall be superseded by the Agreement, these Bylaws, and California law.

F. QUORUM

No business may be transacted without a quorum of the Members being present. A quorum shall consist of four (4) Members. Four Members must vote in favor of a motion to approve it. The Board shall adopt appropriate rules, not inconsistent herewith, for the orderly transaction of its business.

G. ADJOURNED MEETINGS

1. The Board may adjourn any regular or special meeting to a time and place specified in the order of adjournment, whether or not a quorum has been established. If a quorum is not established, no business other than adjournment may be conducted.
2. A copy of the order for adjournment shall be posted as required by Section 54955 of the California Government Code. No other notice of an adjourned meeting shall be necessary, unless the transacted adjournment is for a period of thirty (30) days or more, in which case notice of the adjourned meeting shall be given in the same manner as notice of the original meeting.

ARTICLE VII.

MEMBERSHIP

A. NEW MEMBER AGENCIES

1. Except as provided by Section C.3 below, public entities that have applied for membership may be approved by the Board and may be admitted to the Program at any time. The Board shall have the sole discretion to admit or reject new Member Agencies. In and through their application for, and acceptance of membership, new Member Agencies shall agree to accept, comply with, and be bound by all the provisions of the Agreement and Bylaws.
2. The agency requesting membership shall supply all loss experience and risk exposure data together with any other relevant information requested by the risk manager.
3. Determination of the initial contribution charges for new Member Agencies shall be pursuant to the calculation provided in Article X of the Bylaws. In the alternative, for Member Agencies with no prior contribution or premium history, the initial contribution shall be established using the data supplied by the new Member Agency.
4. The initial contribution rates for new Member Agencies shall remain the same for the first three years of membership, which begins at the first effective date of membership in any coverage part of the Program. For purposes of this paragraph, under no circumstances will a Member Agency's subsequent participation in another coverage part of the Program extend the first three years of membership. The initial contribution rate(s) for the coverage part(s) of the Program that the Member Agency subsequently joins remains the same only throughout the first three years of membership as prescribed in this paragraph. For a new Member Agency admitted at any time other than at the beginning of the Authority's Fiscal Year, the first three years of membership, referred to in Article X of the Bylaws, shall commence at the beginning of the next Fiscal Year of the Authority.

B. CANCELLATION

The Authority shall have the right to cancel any Member Agency's participation in the Program upon two-thirds vote of the Board. Any Member Agency so canceled shall, on the effective date of the cancellation, be treated the same as if the Member Agency had voluntarily withdrawn from the Program.

C. WITHDRAWAL

1. A new Member Agency shall not withdraw as a party to this Agreement and as a Member Agency of the Authority for a three-year period commencing on July 1 of the first Fiscal Year as a Member Agency.
2. After the initial three-year non-cancellable commitment to the Program, a Member Agency may withdraw only at the end of a Fiscal Year of the Authority, provided it has given the Authority a twelve-month written notice of its intent to withdraw from this Agreement and the Program, except as otherwise permitted by the Board.
3. Any Member Agency that withdraws as a party to this Agreement pursuant to this Article shall not be reconsidered for new membership until the expiration of five years from the Member Agency's withdrawal.

D. EFFECT OF WITHDRAWAL

1. The withdrawal of any Member Agency from this Agreement shall not terminate this Agreement and no Member Agency, by withdrawing, shall be entitled to payment or return of any contribution, consideration, or property paid or donated by the Member Agency to the Authority, or to any distribution of assets.
2. The withdrawal of any Member Agency after the effective date of the Program shall not terminate its responsibility to contribute its share of contributions to the program until all claims, or other unpaid liabilities, covering the period the Member Agency was signatory hereto have been finally resolved and a determination of the final amount of payments due by the Member Agency or credits to the Member Agency for the period of its membership has been made by the Board. In connection with this determination, the Board may exercise similar powers to those provided for in Article 10 (Termination) of the Agreement.

ARTICLE VIII.
ACCOUNTS, RECORDS, AND AUDITS

A. ACCESSIBILITY OF BOOKS AND RECORDS

Books and records of the Authority in the possession of the auditor shall be open to inspection at all reasonable times by designated representatives of the Member Agencies.

B. AUDITS

1. The Authority shall contract with a certified public accountant for an annual audit of the accounts and records of the Authority at the end of each Fiscal Year. The minimum requirements of the audit shall be those prescribed by the State Controller under Government Code Section 26909 and shall conform to generally accepted auditing standards.

2. Within six months after Board approval, the risk manager shall have a copy of the audit report accessible online in the Authority's website by Member Agencies through their accounts. Alternatively, if a Member Agency has no internet access, the Authority shall provide a copy of said Board-approved audit report to Member Agencies who request so in writing.
3. The Authority shall bear the costs of the audit. These costs are a charge against the operating funds of the Authority.

C. AUTHORIZATION OF PAYMENTS

Before payment by the treasurer of any invoices, billings, and claims for payment of losses, such documents must be approved and signed by the president, vice president, or the risk manager or his or her designee.

ARTICLE IX.
NOTICES

- A. Notice to a Member Agency under this Agreement and Bylaws shall be sufficient if made available online in the Authority's website accessible through the Member Agency's online account, or electronically mailed to the Member Agency's designated primary contact, or mailed to the office of the Governing Board of the Member Agency.
- B. Notice to the Authority shall be sufficient if mailed to the office of the risk manager.

ARTICLE X.
CONTRIBUTIONS

A. CONTRIBUTION CHARGE

1. For each of the first three years of membership in the Authority, the Member Agency's annual contribution charge for Basic Risk Coverages shall be calculated on the contribution rate for Basic Risk Coverages based on the twelve-month period immediately preceding the beginning of the Fiscal Year in which the agency becomes a Member Agency of the Authority, modified by pertinent surcharge or credit determined during the Member Agency's application and underwriting.
2. For Basic Risk Coverages to be provided subsequent to a Member Agency's initial membership period of three Fiscal Years, as stated in paragraph A.1. above, the risk manager shall calculate annually the amount of the contribution charge for each Member Agency's Basic Risk Coverages. The risk manager may seek the assistance of an actuary, risk management consultant or other qualified person, in calculating the contribution charge for each Member Agency's Basic Risk Coverages. The risk manager shall make estimated calculations, obtain

approval of the Board, and shall distribute the contribution charge bills at least thirty (30) days before the end of the Fiscal Year preceding the year for which the annual contribution charges apply.

3. The risk manager shall determine the annual contribution charge for each Member Agency for each type of coverage under Basic Risk Coverages upon the basis of a cost allocation plan and rating formula developed and approved by the Board. The annual contribution charge for each Member Agency shall include that Member Agency's prorated share of excess insurance contribution or premium and/or reinsurance costs; charge for pooled risk, recognizing the deductible selected and including a margin for contingencies as determined by the Board; claims adjusting and legal cost; and administrative costs and other costs to operate the Authority. The risk manager shall also consider each Member Agency's loss history and loss exposure together with the performance of each Program (coverage) in making the calculations of the annual contribution for each Member Agency.

B REBATES

The Board shall have the authority to rebate the proportionate shares of any surplus funds in a Fiscal Year to that Fiscal Year's Member Agencies. The Board may require that any such rebates be applied in reduction of future contributions.

C. CONTRIBUTION SURCHARGE

1. If the Authority experiences unusually severe losses or an unusually large number of losses under any part of the Program in a Fiscal Year, such that notwithstanding reinsurance coverage for large individual losses, the Authority's insurance funds for that part of the Program may be exhausted before the next annual contributions are due, the Board may, upon consultation with an actuary, impose contribution surcharges on all participating Member Agencies.
2. If it is determined by the Board, upon consultation with an actuary, that the Authority's insurance funds for a part of the Program are insufficient to (a) pay losses, (b) fund known estimated losses, and (c) fund estimated losses which have been incurred but not reported, the Board may impose a surcharge on all participating Member Agencies.
3. Contribution surcharges imposed pursuant to (1) and (2) above shall be in an amount which will assure adequate funds for the part(s) of the Program to be actuarially sound; provided that the contribution surcharge to any participating Member Agency shall not exceed an amount equal to three (3) times the Member Agency's annual contribution for that Fiscal Year, unless otherwise determined by the Board. No contribution surcharge in excess of three times the Member Agency's annual contribution for that Fiscal Year may be assessed, unless ninety days (90) prior to the Board taking action to determine the amount of the

surcharge, the Authority provides notice pursuant to the Bylaws to each participating Member Agency of its recommendations regarding its intent to assess a contribution surcharge and the amount recommended to be assessed each Member Agency. The Authority shall, upon request by a Member Agency, provide the requesting Member Agency a copy of the actuarial study upon which the recommended contribution surcharge is based.

4. A Member Agency which has withdrawn or has been terminated at the time a contribution surcharge is assessed, but which was a participating Member Agency during the Fiscal Year(s) for which the contribution surcharge is being assessed, shall pay such contribution surcharges as it would have otherwise been assessed in accordance with the provisions of (1), (2) and (3) above.

D. INSTALLMENT PLANS

Member Agencies shall be permitted to pay their respective annual contribution charge in periodic installments consistent with Board-approved policy.

E. TIMELINESS OF PAYMENTS

1. A Member Agency's payment for the annual contribution charge is due and payable on or by July 1 of the Fiscal Year for which the Authority is providing Basic Risk Coverages. Unless the Board has authorized installment payments, failure of a Member Agency to pay its annual contribution charge in full by August 1 shall constitute sufficient grounds for the Board to immediately cancel the Member Agency's certificate of protection.
2. Any bill other than for the annual contribution charge is due to be paid within thirty (30) days from the date when said bill was mailed to the Member Agency.
3. The Board may adopt a penalty policy for any late payment of any bill, including, but not limited to, for contribution charges, contribution surcharges, and any adjustment. For the Authority to be able to impose a late-payment penalty against a Member Agency, the Authority, at least thirty (30) days prior to a bill's payment due date, must have provided notice of the adopted penalty policy to the Member Agency pursuant to the notice provisions in the Agreement and Bylaws. Any penalty policy adopted by the Board may be applied against a Member Agency, whether active, terminated or withdrawn.
4. Any and all costs and attorney's fees incurred by the Authority associated, in any way whatsoever, with the collection of contribution charges, contribution surcharges, adjustments, penalties, or any other bill shall be recoverable by the Authority. Upon approval by the Board, if a Member Agency does not pay a bill past due for at least ninety (90) days, the Authority may offset the amount due, in whole or in part, against one or more reimbursement requests submitted by the Member Agency.

ARTICLE XI. **COVERAGES**

A. BASIC RISK COVERAGES

The Basic Risk Coverages contribution charge referred to in Article X above is payment for the coverage provided by the Authority to each Member Agency for the Basic Risk Coverages specified in the Memoranda of Coverage and Certificates of Coverage. The Board may, but is not required, to use standard form policies. The scope of Basic Risk Coverages in the pool shall be determined by the Board. Each Member Agency by the act of paying the contribution charge accepts the Basic Risk Coverages provided by the Authority.

B. PROPERTY COVERAGE

In case of property coverage, such as fire, the policy limits shall be at or greater than the amount of the insurable replacement value of all the property of each of the Member Agencies which the Member Agencies and Authority agree to be covered. The agreed valuation shall be updated annually according to the revised values to be furnished by each Member Agency, which have been obtained as prescribed in Article 9.A.6. of the JPA Agreement.

C. EFFECTIVE DATE

Pursuant to the payment of contributions by each Member Agency to the Authority, the Authority shall issue to each Member Agency a COC and MOC, indicating the coverage provided to the Member Agency by the Authority. The coverage provided by the policy begins for each Member Agency on such date as set forth in the MOC and shall expire at the end of each Fiscal Year of the Authority.

D. SUBROGATION

The Authority shall have the first right to any subrogation recovery. Each subrogation action shall be brought on behalf of both the Member Agency and the Authority. The Authority may pursue subrogation only as respects a Covered Loss.

E. SPECIAL COVERAGES

The Board may, from time to time, adopt special changes to cover additional or lesser risks. A reasonable surcharge may be imposed when the activities of a Member Agency increases the risk to the membership pool. A special change could also be made by the Board upon the request of one or more Member Agencies for additional coverage with the cost of such additional coverage to be paid by the requesting Member Agencies.

F. ADDITIONAL INSURANCE COVERAGES

The Authority shall have the power and authority to establish and offer to all public agencies, whether a Member Agency or not, programs consisting of additional insurance coverages, which may, but are not required to, involve employee fringe benefit plans. Participation in any proffered program of additional insurance coverage shall be voluntary on the part of any Member Agency and shall not affect their participation in the Basic Risk Coverages provided. Selection of particular programs or plans to be offered shall be made by the Governing Board. The Board shall establish the contribution charges including administration costs, method of payments of contributions, and manner and method of administering each such plan or program.

G. WORKERS' COMPENSATION PENALTIES

Any and all penalties assessed against the Authority by the Division of Workers' Compensation shall be paid as follows:

1. Penalties assessed due to the failure of a Member Agency (Employer) to comply with the time requirements or reporting requirements as stated in the Workers' Compensation law shall be paid by the Member Agency (Employer).
2. Penalties assessed due to the failure of the Authority (Insurer) to comply with the time requirements or reporting requirements as stated in the Workers' Compensation law shall be paid by the Authority.

ARTICLE XII.
SETTLEMENT AUTHORITY

A. The Authority shall have the power and authority to negotiate the settlement of any Claim against a Member Agency involving public entity liability or workers' compensation without the consent of the Member Agency, except that consent shall be necessary only if the settlement amount will exceed the Authority's limit of liability.

B. Affected Member Agencies shall have the right to provide the Board with any input or information desired on any pending Claim at any time. The Board shall consider this input in making its decisions on settlements.

ARTICLE XIII.
DISPUTE RESOLUTION

A. NEGOTIATION

The risk manager shall investigate the facts of the dispute and, if necessary, obtain a legal opinion from the Authority's counsel on any legal issues. The Member Agency may submit a factual statement and a legal opinion, together with any substantiation thereof, to the risk manager. The risk manager shall then attempt to negotiate a resolution of the dispute. Any negotiated resolution shall be taken to the Board for confirmation and approval. If negotiation

fails, and the disputed matter is within the authority of the risk manager, the risk manager shall decide the matter in the best interests of the Authority.

B. APPEAL TO THE BOARD

1. If the Member Agency is dissatisfied with the decision of the risk manager, or if the dispute is unresolved because negotiation failed, the Member Agency may appeal in writing to the Board. This appeal shall be requested by the Member Agency within thirty (30) days of the date of the Risk Manager's decision, or of the date on which the risk manager notifies the Member Agency of the determination that negotiation had failed. Upon receipt of the appeal, the matter shall be set for hearing by the Board at the next available regular Board meeting.
2. The risk manager and the Member Agency shall each submit in writing, at least ten (10) days in advance of the Board meeting, a description of the dispute and any additional relevant facts, a factual and/or legal argument, and the desired resolution. The Board shall consider all information provided, including any oral presentations, in making its decision. The Board may require the Member Agency and/or the risk manager to provide additional information and, as necessary, may continue the hearing. Any Board member that is a member of the governing board of the appealing Member Agency shall be disqualified from participating in the appeal. The Board shall direct that written notice of its decision be prepared and served by mail on the appealing member agency within ten (10) working days.

C. RECONSIDERATION

Within ten (10) days after notice of the decision by the Board, the Member Agency may request a hearing by the Board to reconsider its decision. This request for reconsideration shall be in writing and must be based solely upon newly discovered facts or other information not previously considered. The Member Agency shall submit this newly discovered information in writing for consideration by the Board at its next available Board meeting. The Board may allow oral presentations at the hearing. Any Board member that is a member of the governing board of the appealing Member Agency shall be disqualified from participating in the request for reconsideration.

D. ARBITRATION OR MEDIATION

If the Member Agency is not satisfied with the Board's decision on appeal, it may pursue arbitration or mediation. By means of mutual agreement between the Member Agency and the risk manager, the parties may select binding or non-binding arbitration, mediation, use of counsel in the proceedings, and other procedural matters. The cost of arbitration or mediation shall be borne equally by the Member Agency and the Authority, and each party shall be responsible for its own attorney(s) fees, if attorneys are utilized. Any decision in binding arbitration shall be final and complied with by the parties. Should the parties desire to submit the matter to mediation, the mediation shall be conducted as if court-ordered pursuant to California Code of

Civil Procedure Section 1775, *et seq.* (without any monetary limitation). Should the parties desire that the matter be submitted to arbitration, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

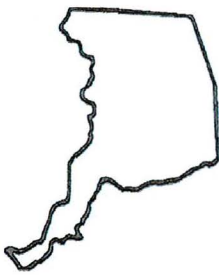
E. LITIGATION

If the Member Agency or the risk manager is not satisfied with the result in non-binding arbitration, or if mediation fails to produce a mutually satisfactory resolution of the dispute, either party may pursue litigation to resolve the dispute. The risk manager may not commence litigation without the approval of the Board. Any litigation shall be subject to the applicable claims and limitations requirements of the Tort Claims Act. The prevailing party in any such litigation shall be entitled to their reasonable attorney(s) fees and costs from the losing party.

ARTICLE XIV. **AMENDMENTS**

These Bylaws may be amended at any time by a majority vote of the Governing Board . Within thirty (30) days following adoption of amendments, the risk manager shall prepare a copy of the amended Bylaws and make it available pursuant to approved notice provisions.

REPRESENTING
Sacramento County
and the Cities of:
Citrus Heights
Elk Grove
Folsom
Galt
Rancho Cordova
Sacramento



SACRAMENTO METROPOLITAN Cable Television Commission

901 H Street, Suite 206 ♦ Sacramento, CA 95814 ♦ www.sacmetro cable.tv

Phone: (916) 874-6661 ♦ Fax: (916) 854-9666

ROBERT A DAVISON, EXECUTIVE DIRECTOR

AGENDA ITEM NO. 6

DATE: June 7, 2012
TO: Chair and Board of Directors
FROM: Robert A. Davison, Executive Director
SUBJECT: FISCAL YEAR 2012-13 CHAIR AND VICE-CHAIR ELECTION

RECOMMENDATION:

It is recommended the Board elect a Chair and Vice-Chair for Fiscal Year 2012-13.

BACKGROUND

The Commission's By-Laws state the Board of Directors shall annually elect its Chairperson. Traditionally, assumption of duties and responsibilities of the new Chair occurs with the new fiscal year. In the absence of the Chairperson, the Vice-Chair shall preside at the said meeting and shall have all the same duties.

The attached Chair/Vice-Chair History (1982 – June 2012) is provided to assist in the deliberations for the election to fill the seats.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. A. Davison", written over a horizontal line.

ROBERT A. DAVISON, Executive Director
Sacramento Metropolitan Cable Television Commission

Attachment:
Chair/Vice-Chair History (1982-June 2012)

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION
CHAIR / VICE-CHAIR HISTORY
(1982 – JUNE 2012)

Beginning Date	CHAIR		VICE-CHAIR	
	Jurisdiction	Name	Jurisdiction	Name
June 2011	Folsom	Morin	Citrus Heights	Turner
March 2011	Folsom	Morin	Citrus Heights	Turner
June 2010	Folsom	Morin	Citrus Heights	Miller
June 2009	City	Waters	Folsom	Morin
February 2009	County	Nottoli	Sacramento	Waters
June 2008	Elk Grove	Leary	Citrus Heights	Miller
June 2007	Elk Grove	Leary	County	MacGlashan
April 2006	Sacramento	Sheedy	Elk Grove	Leary
April 2005	County	Nottoli	Sacramento	Sheedy
April 2004	Sacramento	Waters	County	Nottoli
March 2003	Sacramento	Waters	County	Nottoli
February 2002	Sacramento	Waters	County	Nottoli
March 2001	Sacramento	Waters	County	Nottoli
March 2000	Citrus Heights	Shelby	Sacramento	Waters
March 1999	County	Collin	Citrus Heights	Shelby
March 1998	County	Collin	Sacramento	Waters
March 1997	Sacramento	Pannell	County	Collin
March 1996	Folsom / Galt	Pratt	Sacramento	Pannell
Jan. 1995	County	Dickinson	Folsom / Galt	Pratt
April 1994	Sacramento	Pane	County	Dickinson
April 1993	County	T. Johnson	Sacramento	Yee
April 1992	Folsom / Galt	Fletcher	County	Collin
April 1991	Folsom / Galt	Fletcher	Sacramento	Kastanis
May 1990	Sacramento	Ferris	County	G. Johnson
Dec. 1989	County	Streng	Sacramento	Ferris
April 1989	Sacramento	Pope	County	Streng
April 1988	County	T. Johnson	Folsom / Galt	Fletcher
April 1987	Sacramento	Kastanis	County	T. Johnson
April 1986	County	Collin	Sacramento	Kastanis
April 1985	Folsom / Galt	Fletcher	Sacramento	Robie
April 1984	Sacramento	Kastanis	County	Collin
April 1982	County	Bryan	Sacramento	Kastanis

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ROBERT A DAVISON, EXECUTIVE DIRECTOR

AGENDA ITEM NO. 7

DATE: June 7, 2012
TO: Chair and Board of Directors
FROM: Robert A. Davison, Executive Director
SUBJECT: STAFF STATUS REPORT / MISCELLANEOUS ITEMS

RECOMMENDATION:

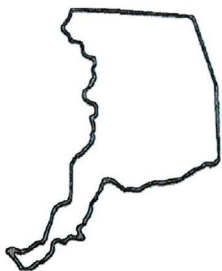
Receive verbal reports from staff on Commission matters, miscellaneous items, and discuss meeting dates for the rest of the calendar year:

July 5, 2012
August 2, 2012
September 6, 2012
October 4, 2012
November 1, 2012
December 6, 2012

Respectfully submitted,


ROBERT A. DAVISON, Executive Director
Sacramento Metropolitan Cable Television Commission

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ROBERT A DAVISON, EXECUTIVE DIRECTOR

AGENDA ITEM NO. 8

DATE: June 7, 2012
TO: Chair and Board of Directors
FROM: Robert A. Davison, Executive Director
SUBJECT: STATE FRANCHISEE / LICENSEE REPORTS

RECOMMENDATION:

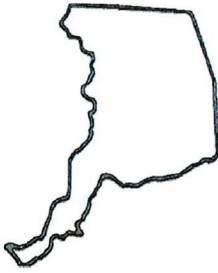
Receive verbal reports from State Franchisee/Licensee representatives.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Robert A. Davison", written over a horizontal line.

ROBERT A. DAVISON, Executive Director
Sacramento Metropolitan Cable Television Commission

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ROBERT A DAVISON, EXECUTIVE DIRECTOR

AGENDA ITEM NO. 9

DATE: June 7, 2012
TO: Chair and Board of Directors
FROM: Robert A. Davison, Executive Director
SUBJECT: CHANNEL LICENSEE / GRANTEE REPORTS

RECOMMENDATION:

Receive verbal reports from Channel Licensee/Grantee representatives.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Robert A. Davison", written over a horizontal line.

ROBERT A. DAVISON, Executive Director
Sacramento Metropolitan Cable Television Commission

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ROBERT A DAVISON, EXECUTIVE DIRECTOR

AGENDA ITEM NO. 10

DATE: June 7, 2012
TO: Chair and Board of Directors
FROM: Robert A. Davison, Executive Director
SUBJECT: PUBLIC COMMENTS

RECOMMENDATION:

Receive public comments from the public on matters not on the agenda.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. A. Davison", written over a horizontal line.

ROBERT A. DAVISON, Executive Director
Sacramento Metropolitan Cable Television Commission