



SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

799 G Street, 4th Floor, Sacramento, CA 95814 ♦ (916) 874-6661 ♦ Fax: (916) 854-9666 ♦ www.sacmetroccable.tv

A Joint Powers Agency Representing Sacramento County and the Cities of Citrus Heights, Elk Grove, Folsom, Galt, Rancho Cordova and Sacramento

AGENDA

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION REGULAR BOARD MEETING

**Sacramento County Administration Center
700 H Street, S. 1450
Sacramento, California 95814**

**THURSDAY, JUNE 6, 2019
2:30 p.m.**

Board Members: Larry Carr, Steve Detrick, Sue Frost, Garret Gatewood, Eric Guerra, Steve Hansen, Patrick Kennedy, Porsche Middleton, Don Nottoli, Susan Peters, Phil Serna
Elected Alternates: Robert McGarvey, Stephanie Nguyen, Steve Miller
Appointed Alternates: Matt Bryant (Carr), Matt Hedges (Frost), Sarah Pollo (Guerra), Matt Read (Hansen), Keaton Riley (Kennedy), Howard Schmidt (Peters), Lisa Nava (Serna)

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.sacmetroccable.tv. The meeting is closed captioned and will be repeated the following Saturday at Noon on Channel 14.

CALL TO ORDER

- A) Roll Call
- B) Pledge of Allegiance
- C) Introduction of New Board Members

ITEM NO. 1) CONFERENCE WITH LEGAL COUNSEL

- A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Name of Case: Comcast of Sacramento I, LLC, ET AL. v. SMCTC
Case No. 2:16-CV-01264-WBS-EFB;
Ninth Circuit Court of Appeals Nos. 17-116847; 17-16923
- B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Name of Case: SMCTC v. Comcast Cable Communications Management, LLC
Case No. 2:18-CV-00500
- C. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Name of Case: SMCTC v. Comcast Cable Communications Management, LLC
Case No. 2:18-AT-00694
- D. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(2) Significant Exposure to Litigation (one case)

Action:

Adjourn to a closed session to discuss the closed session items, and report out, if necessary.

ITEM NO. 2) FISCAL YEAR 2019-20 GENERAL FUND AND PEG FEE FUND PROPOSED BUDGETS

Action:

Approve the Fiscal Year 2019-20 General Fund (094A) and PEG Fee Fund (094B) Proposed Budgets to include the following Resolutions, Exhibits, and Agreements included with the Proposed Budgets staff report:

- Resolution No. 2019-002, Adopting the Fiscal Year 2019-20 Proposed General Fund (094A) Budget (Attachment 1)
- Resolution No. 2019-003, Adopting the Fiscal Year 2019-20 Proposed PEG Fee Fund (094B) Budget (Attachment 2)
- Fiscal Years 2018-19 Budgeted/Actuals and 2019-20 Proposed General Fund Budget (Exhibit 1)
- Fiscal Years 2018-19 Budgeted/Actuals and 2019-20 Proposed PEG Fee Fund Budget (Exhibit 2)
- Fiscal Year 2019-20 PEG Fee Funding Proposal – Member Agencies / Metro Cable / Channel Licensees (Exhibit 3)

ITEM NO. 2) FISCAL YEAR 2019-20 GENERAL FUND AND PEG FEE FUND PROPOSED BUDGETS (CONT'D)

- Resolution No. 2019-004, Approving an Amendment to the Commission Legal Counsel Services Retainer Agreement (Attachment 3)
- Fiscal Year 2019-20 Amendment to Legal Counsel Retainer Agreement (Attachment 4)
- Resolution No. 2019-005, Approving and Authorizing Execution of the PEG Fee Funding Agreement for Member Agencies of the SMCTC (Attachment 5)
- Fiscal Year 2019-20 Pro Forma PEG Fee Funding Agreement for Member Agency (Attachment 6)
- Resolution No. 2019-006, Approving and Authorizing Execution of the Annual Funding and Performance Agreement for Channel Licensees of SMCTC (Attachment 7)
- Fiscal Year 2019-20 Pro Forma Annual Funding & Performance Agreement for Channel Licensee (Attachment 8)
- Fiscal Year 2019-20 Annual Funding & Performance Agreement for SECC (Attachment 9)
- Fiscal Year 2019-20 Annual Performance Agreement for Interfaith Service Bureau DBA Sacramento Faith TV (Attachment 10)
- Fiscal Year 2019-20 Proposed Staffing (Attachment 11)
- Fiscal Year 2019-20 PEG Fee Funding Requests – Members Agencies (Attachments 12-18)
- Fiscal Year 2019-20 PEG Fee Funding Requests – Channel Licensees (Attachments 19-22)
- Metro Cable (Attachment 23)

ITEM NO. 3) RESOLUTION NO. 2019-007, APPROVING THE NINTH AMENDMENT TO THE LICENSE AND OPERATIONS AGREEMENTS PERTAINING TO USE OF COMMUNITY PROGRAMMING CHANNEL(S)

Action:

Adopt Resolution No. 2019-007, Approving the Ninth Amendment to the License and Operations Agreements Pertaining to use of Community Programming Channel(s), with an amended term ending June 30, 2020.

ITEM NO. 4) RESOLUTION NO. 2019-008, APPROVING THE CLOSED CAPTIONING SERVICES AGREEMENT WITH ABERDEEN CAPTIONING, INC.

Action:

Adopt Resolution No. 2019-008, Approving the Closed Captioning Services Agreement with Aberdeen Captioning, Inc. for Fiscal Year 2019-20.

ITEM NO. 5) RESOLUTION NO. 2019-009, FIXING THE EMPLOYER CONTRIBUTION AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS UNDER PEMHCA

Action:

Adopt Resolution No. 2019-009, Fixing the Employer Contribution at an Equal Amount for Employees and Annuitants Under PEMHCA.

ITEM NO. 6) CHAIR AND VICE-CHAIR ELECTION

Action

Elect the Chair and Vice-Chair for Fiscal Year 2019-20.

ITEM NO. 7) GENERAL ADMINISTRATION REPORT

Action:

Receive a verbal report from staff on the following administrative matters:

- a. Federal Communications Commission (FCC) Order – Cable Franchise Fees In-Kind Proceeding;
- b. Quarterly meetings for the remainder of CY 2019;
- c. Letter of Agreements with Ashpaugh & Sculco – Review of franchise & PEG fees paid by AT&T, Comcast, and Consolidated Communications, Inc. in Calendar Years 2018 and 2019.

ITEM NO. 8) CHANNEL LICENSEE REPORTS

Action:

Receive verbal reports from Channel Licensee representatives:

- a. Access Sacramento
- b. Capital Public Radio
- c. KVIE
- d. Sacramento Faith TV
- e. Sacramento Educational Cable Consortium

ITEM NO. 9) STATE FRANCHISEE REPORTS

Action:

Receive verbal reports from State Franchisee representatives:

- a. AT&T
- b. Comcast
- c. Consolidated Communications, Inc.

ITEM NO. 10) PUBLIC COMMENTS

ADJOURNMENT



SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

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A Joint Powers Agency Representing Sacramento County and the Cities of Citrus Heights, Elk Grove, Folsom, Galt, Rancho Cordova and Sacramento

AGENDA ITEM NO. 1

DATE: June 6, 2019
TO: Chair and Board of Directors
FROM: Robert A. Davison, Executive Director
SUBJECT: CONFERENCE WITH LEGAL COUNSEL

RECOMMENDATION:

It is recommended the Board adjourn to a closed Executive Session to discuss the following items and report out, if necessary:

- A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Name of Case: Comcast of Sacramento I, LLC, ET AL. v. SMCTC
Case No. 2:16-CV-01264-WBS-EFB; Ninth Circuit Court of Appeals Nos. 17-116847; 17-16923
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Case No. 2:18-AT-00694
- D. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(2) Significant Exposure to Litigation (one case)

Respectfully submitted,

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



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A Joint Powers Agency Representing Sacramento County and the Cities of Citrus Heights, Elk Grove, Folsom, Galt, Rancho Cordova and Sacramento

AGENDA ITEM NO. 2

DATE: June 6, 2019

TO: Chair and Board of Directors

FROM: Robert A. Davison, Executive Director

SUBJECT: FISCAL YEAR 2019-20 GENERAL FUND AND PEG FEE FUND PROPOSED BUDGETS

RECOMMENDATION:

It is recommended the Board approve the Fiscal Year 2019-20 General Fund (094A) and PEG Fee Fund (094B) Proposed Budgets, to include the following Resolutions, as well as the attached Exhibits and Agreements included in this budget staff report:

- 1) Resolution No. 2019-002, Adopting the Fiscal Year 2019-20 Proposed General Fund (094A) Budget;
- 2) Resolution No. 2019-003, Adopting the Fiscal Year 2019-20 Proposed PEG Fee Fund (094B) Budget;
- 3) Resolution No. 2019-004, Approving an Amendment to the Commission Legal Counsel Services Retainer Agreement;
- 4) Resolution No. 2019-005, Approving and Authorizing Execution of the PEG Fee Funding Agreement for Member Agencies of the Sacramento Metropolitan Cable Television Commission; and
- 5) Resolution No. 2017-006, Approving and Authorizing Execution of the Annual Funding and Performance Agreement for Channel Licensees of the Sacramento Metropolitan Cable Television Commission.

BACKGROUND/DISCUSSION:

The Sacramento Metropolitan Cable Television Commission (Commission) is funded primarily with franchise fees and public, education and government (PEG) fees collected from a percentage of the gross revenues of the three cable television companies (AT&T, Comcast, and Consolidated Communications, Inc.) operating in Sacramento.

The General Fund (094A) Budget funds the operations of the two divisions of the Commission – Administration and Metro Cable; and supports six PEG channels operated by four Channel Licensees (Access Sacramento, KVIE, Sacramento Educational Cable Consortium, and Sacramento Faith TV).

The balance of the franchise fee revenue minus operational costs is distributed annually to the Commission's seven member agencies, which include the County of Sacramento and the cities of Citrus Heights, Elk Grove, Folsom, Galt, Rancho Cordova, and Sacramento.

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Fiscal Year 2019-20 General Fund and PEG Fee Fund Proposed Budgets

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The PEG Fee Fund (094B) funds Public, Educational and Government (PEG) facilities and equipment for the Commission's seven member agencies, three of the four channel licensees, and Metro Cable 14.

The Fiscal Year 2019-20 General Fund and PEG Fee Fund Proposed Budgets were developed to maintain the current level of core services which include:

- 1) Administering state-issued cable television state franchises in Sacramento County;
- 2) Assisting consumers in resolving their cable complaints and concerns;
- 3) Operating Metro Cable 14, the local government channel;
- 4) Supporting community programming of six PEG channels on the local cable system, operated by Access Sacramento, KVIE, Sacramento Educational Cable Consortium, and Sacramento Faith TV;
- 5) Collection and distribution of franchise fee revenue to the Commission's seven member agencies; and
- 6) Collection and distribution of PEG fee revenue to fund PEG projects for channel licensees, member agencies, and Metro Cable.

FISCAL YEAR 2019-20 GENERAL FUND BUDGET (094A)

The Fiscal Year 2019-20 Budget for the General Fund (094A) proposes \$12.8M in expenditures to be funded with \$12.2M of projected Franchise Fee revenue plus miscellaneous revenue, along with \$526,234 of carryover funds from Fiscal Year 2018-19.

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

COMPONENT 1 – ADMINISTRATION AND REGULATION

The Administration and enforcement arm of the Commission is staffed as follows:

- the part-time Executive Director serves at the pleasure of the Commission;
- an Administrative Services Officer III;
- a Senior Office Specialist (Confidential);
- a Senior Office Assistant (Confidential);
- an Administrative Services Officer I (approved and budgeted in previous years but remains unfilled).

Since the Commission positions have historically been tied to certain Sacramento County positions, the salary adjustment (including COLAs and other equity/salary adjustments) that is approved for those County positions every fiscal year is granted to Commission staff.

A 2.4% COLA was granted in Fiscal Year 2019-20 for the County positions that the Commission's positions are aligned with – which include the ASO III, ASO I, Sr. Office Specialist (Confidential), and Sr. Office Assistant (Confidential) positions.

Administration and Regulation Highlights:

- CalPERS Unfunded Retirement Obligations - \$500,000 (Board approval at the March 7, 2019 meeting)
- Closed Captioning - \$100,000
- County DTech & IT Services - \$102,000

Agenda Item 2

Fiscal Year 2019-20 General Fund and PEG Fee Fund Proposed Budgets

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- Legal Counsel Services - \$200,000
- Other Professional Services - \$208,000
- Reserves - \$150,000 (Per Board approved policy, an amount is to be set aside each year to reach the targeted minimum balance of \$1.5 million; the current Reserve balance is \$1,298,884.)

COMPONENT 2 – CLOSED CAPTIONING

Closed captioning was implemented in June 2006 with Board direction to caption the Commission's JPA member agency meetings and other agency meetings held in the County Board of Supervisors' Chambers.

For Calendar Year 2018:

- 276 meetings were captioned (out of 319 meetings taped);
- 603 hours of meetings were captioned (out of 677 hours of meetings that were recorded).

Staff is recommending a change in vendor based on the Request for Proposal for the Closed Captioning Services that was issued in February. The item is agendaized later in the meeting for your Board's consideration and approval.

COMPONENT 3 – METRO CABLE

The Metro Cable budget includes salaries and wages for four (4) full-time positions as well as part-time Production Assistants:

- Production Director
- Programming Coordinator
- Technical Coordinator
- Technical Assistant

Metro Cable staff operates Metro Cable 14 and is responsible for cablecasting local government meetings and providing gavel-to-gavel coverage of meetings held by the Cable Commission, its 7 member agencies, and 14 other agencies (which includes 9 agencies that meet in the County Board of Supervisors' Chambers, 1 agency that meets at the City of Sacramento Council Chambers, and offsite meetings for 4 contracted agencies).

In addition, Metro Cable staff supports the member agencies by providing assistance with equipment maintenance and testing, quality oversight, and the annual recommendation of PEG equipment and upgrades to council chambers and control rooms.

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

The Commission provides funding and support to three of its four Channel Licensees - Access Sacramento, KVIE, and the Sacramento Educational Cable Consortium – who operate five of the Commission's seven PEG channels on the local cable systems. Sacramento Faith TV operates the sixth PEG channel. The seventh PEG channel is operated by Metro Cable.

Annual Funding requests from Channel Licensees are segregated into two categories – operational versus PEG facilities & equipment costs.

- Operational costs are funded by general funds;

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- PEG equipment and facilities improvements are funded with PEG Fee funds.

The benefit of this strategy is that PEG facilities and equipment funded from the PEG Fee fund reduces expenditures from the General Fund (franchise fee revenue), thus maximizing the revenue distribution to the Commission's seven member agencies.

Commission staff and Legal Counsel reviewed the Channel Licensees' funding requests. The following table identifies the proposed General Fund funding for Channel Licensees' Operations Base in Fiscal Year 2019-20, which includes:

- a 2.4% COLA, which continues the practice of aligning the Channel Licensees' COLA to the same general COLA and salary adjustment that the County of Sacramento approves for its positions that are tied to the Commission's positions; and
- 1.05% COLA for annual minimum wage adjustments based on the minimum wage rates posted at the Department of Industrial Relations website, along with associated federal and state payroll taxes, to include Social Security, Medicare, State Disability, and Workers Compensation costs, as approved by the Board in 2017 (COLA policy).

SECC requested an additional \$70,000 for its Operations Base for Fiscal Year 2019-20, which staff is not recommending as it is over and above the amount authorized with the COLA Policy and since franchise fee revenue continues to dip resulting in less revenue distributions to the seven member agencies.

GENERAL FUND (094A) CHANNEL LICENSEES – OPERATIONS BASE		
Description	FY 2018-19 Funding (with 4.59% COLA)	FY 2019-20 Proposed Funding (with 3.45% COLA)
ACCESS SACRAMENTO		
Operations Base	\$503,755	\$521,135
Hometown TV	\$ 65,530	\$67,791
Game of the Week	\$ 57,012	\$58,978
ACCESS SACRAMENTO TOTAL	\$626,297	\$647,904
CAPITAL PUBLIC RADIO (CPR)		
Operations Base	\$22,657	\$23,439
One-time Equipment	--	\$8,996
CAPITAL PUBLIC RADIO TOTAL	\$22,657	\$32,435
KVIE, INC.		
Operations Base	\$247,808	\$256,357
KVIE, INC. TOTAL	\$247,808	\$256,357
SACRAMENTO EDUCATIONAL CABLE CONSORTIUM (SECC)		
SECC Operations Base	\$322,292	\$333,411
BESTNet Operations Base	\$70,801	\$73,279
SECC TOTAL	\$393,093	\$406,690
TOTAL	\$1,289,856	\$1,343,386

COMPONENT 5 – FRANCHISE FEE REVENUE DISTRIBUTION TO MEMBER AGENCIES

The Commission's General Fund balance, minus the cost of operations and other costs, is allocated to the seven member agencies based on population. The Fiscal Year 2018-19 actual revenue distribution as outlined below will be issued to the member agencies by the end the current fiscal year.

It should be noted that in the past three fiscal years, for the first time since the inception of franchise fees, there has been a decline in revenue from the previous year. Overall, franchise fees in Fiscal Year 2018-19 were decreased by 6.3% from the previous fiscal year. This decrease is due to continued reductions in Franchise Fees from AT&T which is migrating from its U-Verse platform to over-the-top streaming services, as well as more recent trends in reduced franchise fees for Comcast and Consolidated Communications, Inc.

The proposed revenue distributions for Fiscal Year 2019-20, which will be distributed to the member agencies by the end of June 2020, as outlined below are calculated based on population percentages posted at the State of California's Department of Finance website for January 1, 2019.

Staff will continue to monitor the actual franchise fees received each quarter given the situation with declining franchise fee revenues and will take appropriate action if revenues are significantly less than the budgeted revenues.

GENERAL FUND (094A) FRANCHISE FEE REVENUE DISTRIBUTION TO MEMBER AGENCIES					
MEMBER AGENCY	FY 2018-19 Budgeted	FY 2018-19 Actual	Population as of January 1, 2019 (Dept. of Finance)	Population Percentage	FY 2019-20 Proposed
Citrus Heights	\$575,495	\$578,768	88,095	5.70%	\$516,516
Elk Grove	\$1,129,041	\$1,143,312	174,025	11.26%	\$1,020,338
Folsom	\$514,594	\$524,501	79,835	5.17%	\$468,086
Galt	\$170,671	\$174,027	26,489	1.71%	\$155,302
Rancho Cordova	\$486,801	\$489,260	74,471	4.82%	\$436,636
Sacramento	\$3,288,701	\$3,338,595	508,172	32.88%	\$2,979,497
Sacramento County	\$3,862,379	\$3,905,203	594,216	38.46%	\$3,485,166
TOTAL	\$10,027,682	\$10,153,666	1,545,303	100.00%	\$9,061,541

The Fiscal Year 2018-19 actual revenue distribution which will be distributed to Member Agencies at the end of June 2019 is \$10,153,666 which is an increase of \$125,984 over the budgeted amount of \$10,027,682.

NOTE: \$97,538 of the \$125,984 is an underpayment made by AT&T based on the finding resulting from AT&T's CYs 2015 & 2016 audit performed by Ashpaugh & Sculco and the remaining amount represents franchise fees received in excess of the amount in the FY 2018-19 budget.

The proposed Fiscal Year 2019-20 revenue distribution of \$9.06M is based on \$12.2M of anticipated franchise fee revenue and will be distributed to member agencies in June 2020, including adjustments based on actual franchise fee revenue received at that time.

FISCAL YEAR 2019-20 PEG FEE FUND BUDGET (094B)

In 2009, the Commission Board adopted Resolution No. 09-001, determining to implement and collect a fee to support PEG channel facilities in the amount of one percent (1%) of gross revenues. Collection of the PEG Fee was implemented in May 2009 for State cable/video franchisees operating within the Commission boundaries - AT&T, Comcast, and Consolidated Communications, Inc. The PEG Fee Fund (094B) was established in Fiscal Year 2010-11, to account for PEG fees separate from Franchise fees in the Commission's General Fund (094A).

Since federal law restricts the use of PEG funding to capital facilities and equipment costs, the Commission's Legal Counsel developed the working definition of the types of expenses that qualify for the use of PEG Fee funding. The guidelines were provided to all Member Jurisdictions and Channel Licensees that request and receive PEG Fee funding.

DISCUSSION/ANALYSIS:

The proposed Fiscal Year 2019-20 PEG Fee Budget is based on \$2.4M of anticipated PEG Fee revenue, with expenditures of \$4.75M. The budget includes an estimated \$2.3M of carry over PEG funds from Fiscal Year 2018-19.

The Commission's Member Agencies and Channel Licensees were advised of available funding for PEG facilities and equipment and asked to submit a funding request for Fiscal Year 2019-20. Staff recommends the Board approve, as to form, the FY 2019-20 Pro Forma Funding Agreement, and authorize the Executive Director to prepare and modify the Agreement as needed, based on the funding amounts approved.

For Channel Licensees, Legal Counsel prepared a Ninth Amendment to the Channel Licensee's Licensee & Operations Agreements, which extend the Agreements through June 30, 2020.

Proposed PEG Fee Funding for Member Agencies

Since its inception, the PEG Fee fund has been used to fund many projects requested by the Commission's seven member agencies. Metro Cable staff assesses needs for each member agency on an annual basis and makes recommendations for control room equipment and Board Chamber upgrades.

Attachments 12-17 are the Fiscal Year 2019-20 PEG Fee Funding requests submitted by the seven Member Agencies. The table below identifies the PEG funding proposed for each agency based on the requests made.

PEG FEE FUND (094B) Proposed PEG Fee Funding - Member Agencies	
Member Agency	Fiscal Year 2019-20
Citrus Heights	\$60,562
Elk Grove	\$115,540
Folsom	\$104,768
Galt	\$46,098
Rancho Cordova	\$227,076
Sacramento – Council Chambers & Historic Hearing Chambers	\$545,704
Sacramento County	\$407,800
PEG FEE FUNDING TOTAL PROPOSED FOR MEMBER AGENCIES	\$1,507,548

It is important to note that the Fiscal Year 2018-19 PEG Fee funding approved for PEG projects of four of the seven member agencies will not be completed by the end of the current fiscal year; therefore those approved funding amounts are included as part of the Fiscal Year 2019-20 Proposed PEG Fee Fund Budget.

Proposed PEG Fee Funding for Channel Licensees

In addition to the annual PEG base, Channel Licensees submitted funding request for equipment needs. Staff reviewed the Channel Licensees' funding requests (Attachments 18-21) with Legal Counsel to insure all requests fit within the definition of expenditures that may be funded by the PEG fees. Included in the Resolution authorizing the execution of the annual Channel Licensee funding agreements is a provision that the funding for items that are deemed questionable for funding with PEG Fees by the Executive Director in consultation with Legal Counsel is contingent upon the provision of documentation to substantiate PEG eligibility.

The proposed Fiscal Year 2019-20 PEG Fee funding for Channel Licensees includes a 3.45% COLA (County approved 2.4% COLA) plus 1.05% COLA for minimum wage and associated payroll costs to their Capital Equipment/Facilities Base.

Exhibit 3 provides an overview of all line items requested by Access Sacramento, KVIE, Sacramento Educational Cable Consortium (SECC), as well as each of the seven member agencies, and Metro Cable.

BESTNet/E-Rate

Last year, SECC made a significant request related to closing out the BESTNet project and reallocating remaining approved funds to the Education Rate program, more commonly known as E-Rate. The E-Rate program, overseen by the FCC, was established by the Telecommunications Act of 1996 to aid schools and libraries in obtaining affordable telecommunication and internet services. SECC requested no new funding but that the remaining approved funding be reallocated for E-Rate to complete a major portion remaining proposed BESTNet sites. The PEG Fee Fund includes the remaining approved funding of \$985,880.

PEG FEE FUND (094B) Proposed PEG Fee Funding – Channel Licensees		
Channel Licensee	Fiscal Year 2018-19 Funding	Fiscal Year 2019-20 Proposed Funding
Access Sacramento – Facilities/Equipment Base	\$100,431	\$103,896
Access Sacramento – Cablecast Radio: The Voice of Sac	\$0	\$93,979
Access Sacramento – Coloma Center Rent	\$11,716	\$11,716
Access Sacramento – Coloma TV Studio	\$0	\$100,971
Access Sacramento – HD Truck	\$36,987	\$0
Access Sacramento – NNB Development & Server	\$0	\$39,150
Access Sacramento – Equipment	602,211	\$129,120
Access Sacramento Funding Total	\$751,345	\$478,832
KVIE – PEG Equipment	\$495,463	\$395,828
KVIE Funding Total	\$495,463	\$395,828
SECC – Facilities/Equipment Base (includes rent)	\$54,538	\$56,420
SECC – One Time Equipment	\$10,250	\$85,102
SECC – Production Van	\$85,000	\$7,601
SECC – SEVA Labs	\$90,000	\$60,000
SECC – BESTNet Phase III (Year 5)	\$51,700	\$0
SECC – BESTNet Phase III/E-Rate (Years 6 & 7)	\$1,200,000	\$985,880
SECC Funding Total	\$1,491,488	\$1,195,003
PEG FEE FUNDING TOTAL FOR CHANNEL LICENSEES	\$2,738,296	\$2,069,622

Proposed PEG Fee Funding for Metro Cable

The proposed PEG Fee funding as follows, is to fund facilities and equipment needs for Metro Cable 14.

PEG FEE FUND (094B) Proposed PEG Fee Funding – Metro Cable	
PEG Project	Fiscal Year 2019-20
Control Room	\$23,725
Edit System	\$ 6,906
Master Control	\$ 5,589
Server	41,541
Van (Flight Pack)	\$17,950
Workstation	\$2,481
PEG FEE FUNDING TOTAL FOR METRO CABLE	\$98,192

RECOMMENDATION:

It is recommended the Board:

- approve the Fiscal Year 2019-20 Proposed General Fund (094A);
- approve the Fiscal Year 2019-20 Proposed PEG Fee Fund (094B); and
- Adoption of Resolution Nos. 2019-002 through 2019-006, along with the approval of all exhibits, attachments, and agreements included in this staff report.

Respectfully submitted,



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

Attachments:

- Resolution No. 2019-002, Adopting the Fiscal Year 2019-20 Proposed General Fund (094A) Budget (Attachment 1)
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- Fiscal Year 2019-20 PEG Fee Funding Request – Metro Cable (Attachment 22)

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

RESOLUTION NO. 2019-002

**A RESOLUTION ADOPTING THE FISCAL YEAR 2019-20
PROPOSED GENERAL FUND (094A) BUDGET**

WHEREAS, a hearing has been terminated during which time all additions and deletions to the proposed budget for Fiscal Year 2019-20 were made.

THEREFORE, IT IS HEREBY RESOLVED in accordance with Section 29089 of the Government Code, the proposed budget for Fiscal Year 2019-20 for the General Fund (094A) is hereby adopted in accordance with the following:

Salaries and Employee Benefits (Object 10)	\$1,632,612
Services and Supplies (Object 20)	\$608,694
Channel Licensees – Operations (Object 30)	\$1,343,386
Depreciation Expense - Audit (Object 30)	\$2,500
County Wide Cost Allocation – A87 (Object 30)	\$5,000
Revenue Distribution – Fiscal Year 2019-20 (Object 30)	\$9,061,542
Fund Balance Reserve	\$150,000
Equipment – Fixed Assets (Object 40)	\$2,500
Bonded Debt Services (Object 50)	\$2,500
Contingency Appropriation – Operations (Object 70)	\$2,500
FISCAL YEAR 2019-20 PROPOSED GENERAL FUND BUDGET TOTAL	\$12,811,234

FURTHER BE IT RESOLVED AND ORDERED that the means of financing the expenditures program will be by monies derived from Franchise Fee 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 2019-20 Budget Staff Report, which show in detail the approved appropriations, revenues and methods of financing, authorized positions, attached hereto and by reference made a part hereof.

FURTHER BE IT RESOLVED AND ORDERED that COLAs, equity/salary 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 represented management, clerical, and technical employees of the County of Sacramento.

FURTHER BE IT RESOLVED AND ORDERED that the Channel Licensee Annual Funding and Performance Pro Forma Agreement with Channel Licensees – Access Sacramento, Capital Public

Radio, KVIE and Sacramento Educational Cable Consortium, and the Annual Performance Agreement with SacFaith TV are approved and that the Executive Director be and is hereby authorized to execute the agreements.

FURTHER BE IT RESOLVED AND ORDERED that the Fiscal Year 2018-19 Budget amends and authorizes the FY 2018-19 revenue distribution of \$10,153,665 to the Commission's member jurisdictions to be issued in June 2019.

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 Governing Board of the Sacramento Metropolitan Cable Television Commission, State of California, this 6th day of June 2019, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chair of the Board

ATTEST:

Clerk of the Board

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

RESOLUTION NO. 2019-003

A RESOLUTION ADOPTING THE FISCAL YEAR 2019-20
PROPOSED PEG FEE FUND (094B) BUDGET

WHEREAS, a hearing has been terminated during which time all additions and deletions to the proposed budget for Fiscal Year 2019-20 were made.

THEREFORE, IT IS HEREBY RESOLVED in accordance with Section 29089 of the Government Code, the proposed budget for Fiscal Year 2019-20 for the PEG Fee Fund (094B) is hereby adopted in accordance with the following:

Member Agency Facilities/Equipment (Object 20)	\$2,559,555
BESTNet Phase III – Years 6 & 7 (Object 30)	\$985,880
Channel Licensees - One Time Facilities/Equipment (Object 30)	\$911,751
Channel Licensees – Facilities/Equipment Base (Object 30)	\$172,031
Equipment – Fixed Assets - Metro Cable Projects (Object 40)	\$98,192
Contingency Appropriation (Object 70)	\$10,000
Fund Balance Reserve (Object 70)	\$13,702
FISCAL YEAR 2019-20 PROPOSED PEG FEE FUND BUDGET TOTAL	\$4,751,111

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 2019-20 PEG Fee Fund Budget is hereby adopted in accordance with the attachments in the Fiscal Year 2019-20 Budget staff report, which shows in detail the approved appropriations, revenues and methods of financing attached hereto and by reference made a part hereof.

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, State of California, this 6th day of June 2019, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Clerk to the Board

Chair of the Board

EXHIBIT 1

GENERAL FUND (094A) BUDGET

Fiscal Year 2018-19 Budget and Actuals (Period 10) / Fiscal Year 2019-20 Proposed General Budget

	G/L #	FY 2018-19 Budget	FY 2018-19 Actuals (@ Period 10)	FY 2018-19 Year End Estimates	FY 2019-20 PROPOSED BUDGET
REVENUE					
Interest Income	94941000	\$100,000	\$69,968	\$93,291	\$75,000
Franchise Fees	97978100	\$13,000,000	\$10,399,756	\$13,028,445	\$12,200,000
Franchise Fees - AT&T CYs 2015 & 2016 Audit Finding (Underpayment Check)	97978100	\$0	\$97,538	\$97,538	\$0
Miscellaneous Other Revenue	97979000	\$15,000	\$8,172	\$8,172	\$10,000
REVENUE ACCOUNTS TOTAL		\$13,115,000	\$10,575,434	\$13,227,445	\$12,285,000
Fund Balance / Carry Forward		\$11,807,109	\$11,807,109	\$11,807,109	\$526,234
GRAND REVENUE TOTAL		\$24,922,109	\$22,382,543	\$25,034,554	\$12,811,234
EXPENDITURES					
Salaries & Wages / Benefits					
Salaries & Wages - Employees	10111000	\$527,663	\$488,683	\$661,124	\$560,282
Salaries & Wages - Extra Help	10112100	\$30,000	\$5,509	\$6,611	\$20,000
Salaries & Wages - Commission Members	10112400	\$6,600	\$1,200	\$2,520	\$6,600
OT (Time & One-Half) - Added by County w/Conv to COMPASS Payroll 1/1/2018	10113200	\$6,000	\$1,063	\$1,500	\$2,000
Terminal Pay - Added by County w/Conv to COMPASS	10115200	\$0	\$379	\$379	\$0
Retirement	10121000	\$180,360	\$95,484	\$114,581	\$136,747
Retirement Obligations (\$500,000 for FYs 2019-20, 2020-21, 2021-22, 2022-23)	10121000	\$0	\$0	\$0	\$500,000
Retirement Health Savings Plan (OPEB Trust)	10121300	\$90,000	\$82,600	\$82,600	\$139,341
OASDHI (Social Security Act)	10122000	\$43,770	\$31,092	\$37,310	\$46,482
Group Insurance	10123000	\$175,709	\$26,683	\$134,912	\$188,892
Dental Insurance	10123002	\$12,402	\$7,325	\$8,789	\$12,000
Workers Comp Insurance	10124000	\$16,224	\$0	\$15,000	\$17,458
SDI Insurance	10125000	\$5,304	\$2,596	\$3,116	\$2,810
BENEFITS SUBTOTAL		\$523,769	\$245,780	\$396,308	\$1,043,730
SALARIES & WAGES / BENEFITS TOTAL	10 TOTAL	\$1,094,032	\$742,614	\$1,068,442	\$1,632,612
Books/Periodical Service	20202100	\$1,500	\$952	\$1,100	\$1,500
Film Supplies	20202500	\$12,000	\$6,598	\$10,000	\$10,500
Business Travel	20203100	\$15,000	\$2,995	\$4,000	\$20,000
Education & Training Supplies	20203500	\$4,000	\$1,000	\$1,500	\$3,500
Employee Recognition	20203800	\$1,500	\$483	\$483	\$1,500
Employee Transportation	20203900	\$2,500	\$838	\$1,200	\$2,000
Insurance - General Liability	20205100	\$22,000	\$0	\$22,000	\$21,008
Insurance - Bond / Pollution / Property	20205300	\$1,500	\$0	\$1,100	\$1,056
Membership Dues	20206100	\$5,000	\$3,889	\$5,000	\$4,900
Office Supplies	20207600	\$15,000	\$8,186	\$13,000	\$15,000
Postal Services	20208100	\$1,000	\$874	\$1,125	\$1,250
Printing Services	20208500	\$2,000	\$1,480	\$1,750	\$2,000
Modular Furniture - Added by County w/Admin Office Recon	20226400	\$1,000	\$0	\$0	\$500
Miscellaneous (Comcast's Security Deposit Judgement plus Interest Owed)	20227504	\$193,326	\$0	\$0	\$0
Accounting Services	20250500	\$25,000	\$5,025	\$6,500	\$20,000
Legal Services	20253100	\$200,000	\$92,954	\$125,000	\$0
Security Service	20257100	\$500	\$0	\$500	\$500
Other Professional Services	20259100	\$200,000	\$70,302	\$70,302	\$208,000
Data Processing (Use for Equip Purchase for Office 2010 Conv by 1/2020)	20281200	\$30,000	\$7,503	\$11,000	\$10,000
Hardware	20281201	\$0	\$5,352	\$16,610	\$5,900
Software - Added by County for VISIO Software (Metro Cable)	20281202	\$17,500	\$4,785	\$7,000	\$15,000
Sales & Tax Audit - BOE Audit (10/1/13 - 9/30/2016) - Added by County	20281304	\$150	\$0	\$0	\$150
Interpreter Svcs (Closed Captioning)	20283200	\$110,000	\$68,960	\$85,000	\$100,000
DTech - County Wide IT Service	20291000	\$7,000	\$5,516	\$7,000	\$7,000
DTech - System Dev (I/O for Desktop Support/Labor/Web Site Publishing)	20291100	\$41,000	\$14,063	\$17,000	\$40,000
DTech - System Dev Supplies (I/O for Equip Maint/Web Host/Data Storage)	20291200	\$8,000	\$6,999	\$8,500	\$10,000
COMPASS Costs	20291500	\$3,680	\$2,758	\$2,758	\$3,000
DTech - Wide Area Network (WAN) Costs	20291600	\$26,000	\$20,267	\$25,000	\$32,000
GS - Messenger Services	20292300	\$1,650	\$1,225	\$1,500	\$1,600
GS - Purchasing Svcs Allocation	20292500	\$50	\$0	\$0	\$100
GS - Equipment Rental - Light	20292800	\$11,000	\$7,248	\$8,700	\$10,000
GS - Fuel Usage- Light	20293800	\$100	\$62	\$100	\$100
County Facility Use (Rent/Lease)	20294200	\$45,000	\$27,589	\$33,250	\$46,130
GS -Parking Charges	20296200	\$9,000	\$7,288	\$9,000	\$9,000
Telephone Services	20298700	\$4,500	\$0	\$0	\$0
Telephone Services - Cell Phones	20298701	\$1,700	\$1,188	\$1,500	\$2,000
Telephone Services - Land Line (Replaced G/L #202987800 in FY 2018-19)	20298703	\$4,500	\$2,303	\$3,000	\$3,000
Telephone Installations (Added Phone to New Admin Work Station)	20298900	\$1,000	\$0	\$0	\$500
SERVICES AND SUPPLIES TOTAL	20 TOTAL	\$1,024,656	\$378,683	\$501,477	\$608,694

EXHIBIT 1

GENERAL FUND (094A) BUDGET

Fiscal Year 2018-19 Budget and Actuals (Period 10) / Fiscal Year 2019-20 Proposed General Budget

	G/L #	FY 2018-19 Budget	FY 2018-19 Actuals (@ Period 10)	FY 2018-19 Year End Estimates	FY 2019-20 PROPOSED BUDGET
Support Services					
Support Services	30310400	\$0	\$0	\$0	\$0
Contract Service (Channel Licensees) - 3.45% COLA (FY 2019-20)					
Access Sac - Operations Base	30310500	\$503,755	\$503,755	\$503,755	\$521,135
Access Sac - HT-TV Operations Base	30310500	\$65,531	\$65,530	\$65,530	\$67,791
Access Sac - GOTW Operations Base	30310500	\$57,012	\$57,012	\$57,012	\$58,979
Access Sac - Grand Total		\$626,298	\$626,297	\$626,297	\$647,904
Capital Public Radio - Oper Base	30310500	\$22,657	\$22,657	\$22,657	\$23,439
Capital Public Radio - Equipment	30310500	\$0	\$0	\$0	\$8,996
KVIE Operations Base	30310500	\$247,808	\$247,808	\$247,808	\$256,357
SECC Operations Base	30310500	\$322,292	\$322,292	\$322,292	\$333,411
BESTNet Operations Base	30310500	\$70,801	\$70,801	\$70,801	\$73,279
CONTRACT SERVICES (CHANNEL LICENSEES) TOTAL		\$1,289,856	\$1,289,855	\$1,289,855	\$1,343,386
Depreciation Expense (From Audit)	30332002	\$10,000	\$0	\$0	\$2,500
Sac County Wide Cost Allocation (A87)	30348001	\$7,000	\$0	\$5,000	\$5,000
Contributions to Other Agencies (Member Agencies Revenue Distribution)					
Citrus Heights (FY 2017-18 Revenue Distribution)	30370000	\$650,803	\$650,803	\$650,803	\$0
Elk Grove (FY 2017-18 Revenue Distribution)	30370000	\$1,276,785	\$1,276,785	\$1,276,785	\$0
Folsom (FY 2017-18 Revenue Distribution)	30370000	\$581,933	\$581,933	\$581,933	\$0
Galt (FY 2017-18 Revenue Distribution)	30370000	\$193,006	\$193,006	\$193,006	\$0
Rancho Cordova (FY 2017-18 Revenue Distribution)	30370000	\$550,502	\$550,502	\$550,502	\$0
Sacramento (FY 2017-18 Revenue Distribution)	30370000	\$3,719,052	\$3,719,052	\$3,719,052	\$0
Sacramento County (FY 2017-18 Revenue Distribution)	30370000	\$4,367,800	\$4,367,800	\$4,367,800	\$0
Fiscal Year 2017-18 Revenue Distribution - Grand Total	30370000	\$11,339,881	\$11,339,881	\$11,339,881	\$0
Citrus Heights (FY 2018-19 Revenue Distribution)	30370000	\$575,495	\$0	\$578,768	\$0
Elk Grove (FY 2018-19 Revenue Distribution)	30370000	\$1,129,041	\$0	\$1,143,312	\$0
Folsom (FY 2018-19 Revenue Distribution)	30370000	\$514,594	\$0	\$524,501	\$0
Galt (FY 2018-19 Revenue Distribution)	30370000	\$170,671	\$0	\$174,028	\$0
Rancho Cordova (FY 2018-19 Revenue Distribution)	30370000	\$486,801	\$0	\$489,258	\$0
Sacramento (FY 2018-19 Revenue Distribution)	30370000	\$3,288,701	\$0	\$3,338,595	\$0
Sacramento County (FY 2018-19 Revenue Distribution)	30370000	\$3,862,379	\$0	\$3,905,203	\$0
Fiscal Year 2018-19 Revenue Distribution - Grand Total	30370000	\$10,027,682	\$0	\$10,153,665	\$0
Citrus Heights (FY 2019-20 Revenue Distribution)	30370000	\$0	\$0	\$0	\$516,516
Elk Grove (FY 2019-20 Revenue Distribution)	30370000	\$0	\$0	\$0	\$1,020,338
Folsom (FY 2019-20 Revenue Distribution)	30370000	\$0	\$0	\$0	\$468,086
Galt (FY 2019-20 Revenue Distribution)	30370000	\$0	\$0	\$0	\$155,303
Rancho Cordova (FY 2019-20 Revenue Distribution)	30370000	\$0	\$0	\$0	\$436,636
Sacramento (FY 2019-20 Revenue Distribution)	30370000	\$0	\$0	\$0	\$2,979,497
Sacramento County (FY 2019-20 Revenue Distribution)	30370000	\$0	\$0	\$0	\$3,485,166
Fiscal Year 2019-20 Revenue Distribution - Grand Total	30370000	\$0	\$0	\$0	\$9,061,542
CONTR TO OTHER AGENCIES (REVENUE DISTRIBUTION) TOTAL		\$21,367,563	\$11,339,881	\$21,493,546	\$9,061,542
OTHER CHARGES TOTAL	30 TOTAL	\$22,674,419	\$12,629,736	\$22,788,401	\$10,412,428
Fund Balance Reserved	7100000	\$100,000	\$150,000	\$150,000	\$150,000
Equip-SD-Non-Recon (Fixed Assets)	43430300	\$7,000	\$0	\$0	\$2,500
Oper Transfer Out - Lease Payments (799 G St Bldg Bonded Debt Svc)	50523000	\$15,000	\$0	\$0	\$2,500
Contingency Appropriation (Oper)	79790100	\$7,000	\$0	\$0	\$2,500
OTHER CHARGES TOTAL		\$129,000	\$150,000	\$150,000	\$157,500
GRAND EXPENDITURE TOTAL		\$24,922,109	\$13,901,032	\$24,508,320	\$12,811,234

EXHIBIT 2

PEG FEE FUND (094B) BUDGET

Fiscal Year 2018-19 Budgeted and Actuals (Period 10) / Fiscal Year 2019-20 Proposed PEG Fee Fund Budget

	G/L Acct	FY 2018-19 Budget	FY 2018-19 Actuals (@ Period 10)	FY 2018-19 Year End Estimates	FY 2019-20 Proposed Budget
REVENUE					
Interest Income	94941000	\$25,000	\$25,540.00	\$34,053	\$30,000
PEG Fee Revenue	94941000	\$2,600,000	\$2,091,614.22	\$2,617,352	\$2,400,000
PEG Fee Revenue (AT&T CYs 2016/2017 Audit Finding - Underpayment)	97978200	\$0	\$19,989.00	\$19,989	\$0
Fund Balance / Carry Forward		\$2,192,753	\$2,192,753.00	\$2,192,753	\$2,321,111
REVENUE TOTAL		\$4,817,753	\$4,329,896	\$4,864,147	\$4,751,111
EXPENDITURES					
Inventoriable Equipment (Member Agencies)	20226500				
Citrus Heights		\$69,694	\$61,149.31	\$61,149	\$60,562
Elk Grove		\$54,047	\$45,498.76	\$45,499	\$115,540
Folsom		\$72,595	\$0.00	\$41,507	\$104,768
Galt (FY 2017-18 Project)		\$0	\$26,026.74	\$26,027	\$0
Galt (FY 2018-19 Project)		\$122,210	\$0.00	\$0	\$122,210
Galt (FY 2019-20 Project)		\$0	\$0.00	\$0	\$46,098
Rancho Cordova (FY 2017-18 Project)		\$204,935	\$0.00	\$0	\$0
Rancho Cordova (FY 2018-19 Project)		\$304,804	\$0.00	\$0	\$216,879
Rancho Cordova (FY 2019-20 Project)		\$0	\$0.00	\$0	\$227,076
Sacramento - City Hall (FY 2017-18 Project)		\$0	\$37,103.97	\$37,104	\$0
Sacramento - City Hall (FY 2018-19 Project)		\$401,561	\$0.00	\$0	\$401,561
Sacramento - City Hall (FY 2019-20 Project)		\$0	\$0.00	\$0	\$497,277
Sacramento - Historic Hearing Chambers (FY 2019-20 Project)		\$0	\$0.00	\$0	\$48,427
Sacramento County (FY 2017-18 Project - 1 of 2)		\$52,517	\$227,612.34	\$227,612	\$52,517
Sacramento County (FY 2018-19 Project)		\$258,840	\$0.00	\$0	\$258,840
Sacramento County (FY 2019-20 Project)		\$0	\$0.00	\$0	\$407,800
Invent Equip Subtotal (Member Agencies)		\$1,541,203	\$397,391.12	\$438,898	\$2,559,555
G/L Account 2000 Total		\$1,541,203	\$397,391.12	\$438,898	\$2,559,555
Support Services (Channel Licensees)	30310400				
Access Sac - Cablecast Radio: The Voice of Sacramento		\$0	\$0.00	\$0	\$93,979
Access Sac - Coloma TV Studio		\$0	\$0.00	\$0	\$100,971
Access Sac - HD Truck Upgrades		\$36,987	\$36,987.00	\$36,987	\$0
Access Sac - NNB Development & Server		\$0	\$0.00	\$0	\$39,150
Access Sac - Office Equipment / Software / Cloud Mgmt		\$602,211	\$602,211.00	\$602,211	\$129,120
Access Sac - PEG Equipment Grand Total		\$639,198	\$639,198.00	\$639,198	\$363,220
KVIE - Equipment		\$495,463	\$495,463.00	\$495,463	\$395,828
SECC - Equipment		\$10,250	\$10,250.00	\$10,250	\$85,102
SECC - Production Van		\$85,000	\$85,000.00	\$85,000	\$7,601
SECC - SEVA Labs		\$90,000	\$90,000.00	\$90,000	\$60,000
SECC - PEG Equipment Grand Total		\$185,250	\$185,250.00	\$185,250	\$152,702.55
BESTNet Phase III (Year 5)		\$51,700	\$51,700.00	\$51,700	\$0
BESTNet Phase III Completion (Years 6 & 7 Funding Rollover)		\$1,200,000	\$214,119.70	\$214,120	\$985,880
Support Svcs Subtotal (Channel Licensees)		\$2,571,611	\$1,585,731	\$1,585,731	\$1,897,631
Contract Services (Channel Licensees)	30310500				
Access Sac Fac/Equip Base (FY 2019-20 COLA - 3.45%)		\$100,431	\$100,431.00	\$100,431	\$103,896
Access Sac - Coloma Center Rent		\$11,716	\$11,716.00	\$11,716	\$11,716
SECC - Fac/Equip Base / Rent - \$44,538 (FY 2019-20 COLA - 3.45%)		\$54,538	\$54,538.00	\$54,538	\$56,420
Contract Svcs Inst Subtotal (Chan Licensees)		\$166,685	\$166,685	\$166,685	\$172,031
G/L Account 3000 Total		\$2,738,296	\$1,752,415.70	\$1,752,416	\$2,069,662
Equipment SD Non-Recon - Fixed Assets	43430300				
Control Room		\$69,301	\$56,736.98	\$56,737	\$23,725
Edit System		\$30,974	\$371.91	\$22,347	\$6,906
Master Control		\$12,190	\$0.00	\$4,401	\$5,589
Server (FY 2017-18 Project)		\$0	\$13,427.86	\$13,428	\$0
Server		\$2,645	\$1,170.09	\$1,170	\$41,541
Workstations (PD & PC)		\$0	\$0.00	\$0	\$2,481
Van (Flight Pack - FY 2019-20)		\$2,891	\$0.00	\$0	\$17,950
Equip SD Non-Recon - Fixed Assets Sub-Total		\$48,700	\$14,969.86	\$41,345	\$98,192
G/L Account 4000 Total		\$48,700	\$14,969.86	\$41,345	\$98,192
Fund Balance Reserve	7100000	\$310,378	\$0.00	\$310,378	\$13,703
Contingency Appropriation	79790100	\$109,875	\$0.00	\$0	\$10,000
EXPENDITURE TOTAL		\$4,748,452	\$2,164,777	\$2,543,037	\$4,751,111

EXHIBIT 3
FISCAL YEAR 2019-20 PEG FEE FUNDING PROPOSAL
MEMBER AGENCIES

PROJECT NAME	FUNDING REQUEST (Includes Tax)	DESCRIPTION OF NEW FUNDING ITEMS
City of Citrus Heights	\$60,562	Council Chambers & Control Room : Network Mic Desk Stand - \$8,400 ; Horizon Neutricon Input Panels, Patch Cables, & Network Switch w/ POE for Mics - \$5,583 ; FSR Network Extension, Flat Panel Mounts, & Lowell Power Distrib./Redo plugs - \$4,996 ; Extron DTP R HWP 4K 231 D Backup DTP Receiver for Touch Screen, Mon, Extron DTP USW 233 Backup Staff Transmitter, & Extron DTP T UWP 4K 232 D Backup Clerk Transmitter - \$4,854 ; Computer Studio & Programming - \$3,502 ; Shipping/Warranty/Install - \$13,961 Metro Cable Recommendations : For-A HVS-100 Type A includes HVS-1000OU, HVS-100EXP3G and HVS-100ED - \$12,657 ; For-A HVS-100DI-A 4SDI Input Card w/ 4 x F/S and 2 x Resize Engine - \$2,550 ; For-A HVS-100DO Additional 2 HD-SDI Output Card w/ Down Converter SD-SDI Outputs - \$2,444 ; MMA/Lowell 8 PS Power Strip w/ Discrete Switches, Cables for CCU Power, & Shipping/Install/Warranty - \$1,615
City of Elk Grove	\$115,540	Control Room Chamber : Tesira DSP Server, 4 Ch Mic/Line Input Card w/ Acoustic Echo Cancellation per Ch., Output card, & 64x64 Module for use in SERVER or SERVER-IO Chassis - \$13,188 ; Brightsign/HD233 Full HD mainstream HTML5 Media Player & Barco CSE-200 Wireless Presen. Sys.- \$2,566 ; 2-Ch. 4K60 4:2:0 HDMI Input Card, Kramer HH-OUT2-F16] 2 Input HDMI Interface Card for VS 1616D, 4K/UHD 230ft (70m) HDBaseT TX/RX with PoE, & 4K HDR Four-Input HDMI Switcher w/ Auto-Switching - \$3,822 ; 10.1" Touch Screen - Cntrl Rm, Tabletop Kit for TSW-1050 & TSW-1052, & 20" HD Touch Screen Display - \$4,212 ; Digital Graphics Engine 100, Crestron 3-Series Cntrl Sys. 6 RS-232 Ports, 3-Series Control Card - 3 COM Ports, Universal Keypad Interface - For Mic Control Buttons, & iPanel Wall Dock for iPad Air 2 for AV Control Room - \$9,710 ; Cables, Connectors, Misc. Hardware - \$880 ; Shipping, CAD & Doc, Control System & DSP Audio Programming, PM - \$14,664 ; Installation \$12,000 Metro Cable Recommendation s : HVS-100 8 Input Switcher w/ Button Controller, Input & Output Cards, Peavey PV 6 v2 Mixer w/ USB & Mic Inputs, Compact CG Portable 1RU, EEG 492 iCap Encoder, Shipping & Install - \$48,106 Miscellaneous : Zoom H6 Audio Recorder, RodeLink Lav Set, Matthews Hollywood Baby Jr. Triple Riser Stand, Impact Turtle Base C-Stand, Inovativ Voyager EVO cart - \$6,392
City of Folsom	\$104,768	City Manager Conference Room : Integrated Teleconference Audio System, CAD & Doc, Control System & DSP Audio Programming, and Project Management - \$13,660 Public Works Conference Room : Audio/Video/Teleconference Presentation System, CAD & Doc, Control System & DSP Audio Programming, PM & Rack Fabrication - \$47,960 Metro Cable Recommendations : Brighteye 56 Test Signal Sync Generator, Audio Blanket VB-71G(Acoustic Blanket w/ Grommets), For-A HVS-100 Switcher & Input/Output Cards - \$19,513 ; Miscellaneous : Camera, Lenses, Rechargeable Battery, & Memory Card - \$10,832 ; Manfrotto MVH500AH Fluid Head & Tripod, JDI Ronin-S Gimbal, Sony UWP-D11 Camera-Mount & Wireless Mic System, Rode VideoMic Pro, & JDI Mavic 2 Pro w/ Combo Kit - \$4,544 ; Dracast S-Series LED500 Plus Bi-Color LED 3-Light Kit, Keyboard & Mouse, ViewSonic VP3881 38" PRO Monitor, & Docking Station - \$2,565 ; Samsung X5 Portable SSD 1TB, 1K Multimedia iLoud Micro Monitors, & X-Rite iDisplay Pro Monitor Calibrator - \$1,250 ; 15" MacBook Pro - \$4,444
City of Galt	\$46,098	Council Chambers : Microsoft Surface Pro 6 Tablets - \$9,465 ; Control Room Equipment Upgrade : For-A HVS-100 Switcher, HVS-100 DI-A HD/SD Input Card, HVS-100PCI: PC (HDMI/VGA) Input Card, EEG 492 iCap Encoder, BrightEye 56 TS and SPG, & Installation - \$36,334 ; Miscellaneous : Assorted Cables and Connectors - \$299
City of Rancho Cordova	\$227,076	Civic Agenda Management System : CivicClerk Agenda Mngt. Sys. & Kaizen InfoSource PM - \$77,798 Control Room/ Council Chamber : 4K DigitalMedia Transmitter 302 - \$14,655 ; HDBaseT Certified 4K DigitalMedia 8G+ Input Card for DM Switchers - \$12,091 ; 4K HDMI Input Card for DM Switchers and 3G-SDI Input Card for DM Switchers - \$5,496 ; 32X32 DigitalMedia Switcher w/ Redundant Power Supplies - \$16,854 ; 2-Channel HDBaseT Certified 4K DigitalMedia 8G+ Output Card and 2-Channel HDMI Output Card for DM Switchers - \$9,068 ; 4K DigitalMedia 8G+ Receiver & Room Controller - \$4,946 ; Avocent SV220H-001 2-port desktop KVM-HDMI, Articulating Mount for Crestron Touch Panel, Planar PLL2250MW LED Monitor, DSAN Timer Interface, and Cables, Connectors, Misc. Hardware - \$1,890 ; Intel NUC Mini PC, Apple 11-inch iPad Pro Wi-Fi Tablet, and Apple Smart Keyboard and Folio Case - \$7,265 Metro Cable Recommendations : HVS-100 8 Input Switcher w/ HVS-100OU 12 Button Controller, HVS-100DI-A HD/SD 4 Input Card, and HVS-100DO HD/SD 2 Output Card - \$16,670 ; Wohler Audio Monitor AMP1-2SDA 2-Channel Stereo Monitoring and CompactCG Portable 1RU Single Channel HD/SD Broadcast Graphics System - \$19,737 ; EEG 492 iCap Encoder IP-based Captioning Encoder, TVLogic LVM-170A 17" Full HD SD/HD/3G-SDI Multi-Format Monitor and TVLogic RMK-17A TVLogic Rack Mount Kit - \$13,486 ; AJA OG-X-FR OpenGear-Compatible 2RU Frame & AJA OG-2X4-SDI-DA OpenGear 3G-SDI Re-Clocking DA - \$3,066 ; BlackMagic Design Audio to SDI, SDI to Analog Converter, and Analog to SDI Converter - \$2,358 Miscellaneous : CAD & Documentation, Control/DSP System Programming, Project Management, Shipping & Handling, and Technical Services - Onsite Installation/Configuration - \$21,696
City of Sacramento (New City Hall)	\$497,277	Council Chambers : Audio and Video Presentation Control Modifications - \$405,833 ; Control Room : Granicus Encoder, Black Out Curtains Room Modifications and Installation - \$9,465 ; Metro Cable Recommendation s : EEG 492 iCap Encoder, Audio Monitor, Monitor for CG, NEC C551 - \$13,694 ; TVLogic Monitors, LVM170A, RKM-290A, and RKM-443A - \$16,552 ; AJA OG-X-FR Open Gear Frame, AJA OG-1x9-SDI-DA, Sync Gen, Audio to SDI Audio Embedder, Analog Conv. - \$6,030 ; BrightEye 72 - SDI to HDMI, Mackie Audio Mixer, & DN-300ZB - Audio Recorder - \$2,058 ; Miscellaneous s : APC, Smart2200RM2UC - \$1,077 ; Power Sequencer - \$699 ; Install & Integration Svcs. - \$41,869
City of Sacramento (Historic Chambers)	\$48,427	Historic Hearing Room Audio Video Upgrade : For-A HVS-100 Switcher (w/ controller), HVS-100DI-A HD/SD Input Card, HVS-100DO HD/SD Output Card - \$16,258 ; Compix CG, CompactCG, Portable 1RU Graphics Sys. - \$17,813 ; AJA Ki Pro Ultra Plus, AJA Pak 2TB SSD Module, & AJA Pak Dock - \$9,200 ; Granicus Encoder, Hardware-Setup/Coding, & Shipping - \$5,156
County of Sacramento	\$407,800	Chambers : Camera Upgrade and Add on - \$145,883 ; Microphone - \$3,050 ; LED Video Wall - \$132,491 ; Security Cameras - \$10,676 ; Request to Speak Equipment - \$2,230 ; Clerk Staff Table & Chair - \$2,197 ; Annual Lease Copier - \$2,195 ; Metro Cable Open Captioning - Clone Option for HD4XX Encoders - \$249 ; DTech Labor : Various Projects - \$6,720 ; Hearing Room 2: Cross Converter HDMI/SDI (Reimburse for replacement component originally purchased with FY 2017-18 PEG Funds) - \$253 ; Public : Podcast and Live Audio Streaming - \$2,551 ; Live Streaming Meetings - \$42,053 ; Audio Enhancements - \$13,080 ; Projection Support - \$7,462 ; iPad for Clerks to use for Agenda TO GO - \$1,388 ; Community Planning; Advisory Committee Meeting Laptops - \$3,417 ; Hyland OnBase Management System - \$31,905 ;
Member Agency Project Totals:	\$1,507,548	

NOTE: Items (\$) in red are re-submittals for items that were requested but not completed in Fiscal Year 2018-19.

EXHIBIT 3
FISCAL YEAR 2019-20 PEG FEE FUNDING PROPOSAL
METRO CABLE / CHANNEL LICENSEES

PROJECT NAME	FUNDING REQUEST (Includes Tax)	DESCRIPTION OF NEW FUNDING ITEMS
Metro Cable Edit System	\$6,906	Epson Disproducer Autoprinter - \$2,776; EZ Dupe 3 Target 24X DVS/CD Duplicator - \$453; TVLogic 24" Monitor - \$3,365; APC Smart-UPS C Battery & Surge Protector - \$312
Metro Cable Control Room	\$23,725	Alesis MultiMix 12R Rackmount Mixer - \$477; Wohler AMP1-2SDA 2 Channel Stereo Monitor w/ 3G/HD/SD-SDI and Analog Input - \$3,731; Compix CompactCG 1RU single Channel Portable Broadcast Graphics System - \$17,944; RDL RUADA8D Audio Distribution Amplifier, 2X8 or 1X16 - \$873; Blackmagic CONVMCAUDS2 Audio to SDI Mini Converter-Embedder - \$700
Metro Cable Master Control	\$5,589	Ensemble Design Avenue 3RU Frame - \$1,190; Ensemble Design Avenue 5030 Network Card - \$837; Ensemble Design Avenue 7920 HD Downconverter Card - \$2,273; Tektronix Multi-format Rasterizer (Waveform/Vectorscope) Calibration Service - \$1,289
Metro Cable Server	\$41,541	Cablecast VIO2 Server w/CG, 20 TB Storage - \$37,791; Black Box KVM ServSwitch - \$1,665; CX Series Server Access Module - DisplayPort, USB & Audio, CATx) - \$895; AJA DVI to SDI Scan Converter - \$1,190
Metro Cable Van Flight Pack	\$17,950	Datavideo HS-1500T-3C HD/SD Studio w/ GO-3CAM 3-Camera Remote Camera Kit - \$15,700; Manfrotto Tripods - \$2,153; Shallow ABS 19" Rackmount Flight Case - \$97
Metro Cable Workstation	\$2,481	Workstations for Production Director and Programming Coordinator \$1,669; Utility Table for Production Director - \$473; Hutch for Utility Table - \$339
Admin/Metro Cable Project Totals:	\$98,192	
Access Sacramento	\$363,220	Cablecast Radio "The Voice of Sacramento" (Studio 3 Expansion & Equipment) - \$93,979; Coloma TV Studio (HD Studio Camera Full Digital Fiber Conversion) - \$100,971; Coloma Checkout Equipment (Prod. Laptop, Light Kit, Do It Yourself Field Kits, & Staff Drone/Camera/Licensing) - \$18,330; Coloma Office Copier/Fax/Scanner - \$3,962; NNB Video Server & Ingest - \$40,781; Office Equipment (Office Outreach Camera) - \$415; Office Software (Rue Share Management System, App QR Code, Team Viewer, Domain Registration) - \$5,619; Digital Media Lab Production Software (Adobe Creative Cloud & Acrobat) - \$9,035; NNB Server Storage and Playback (HUB/Spoke Ingest App, Video Ingest & Archiving Server Memory/Maintenance) - \$39,150; Live U Bonded Cellular Remote Transmission/Server (Annual rental/lease of Live U and Linux server) - \$19,485; Cloud Storage (Leased Cloud Storage) - \$12,888; IT Network Expansion (HDD Drives, Firespring Software, Mindshift PC Connectivity/Monitoring Devices) - \$12,982; Master Control Automation - \$5,623
KVIE	\$395,828	Studio AV Equipment - Mixer & Accessories - \$4,318; Hydra PC - \$7,606; Edit Bay & Production Control Monitors - \$9,041; General Workstation (10 qty.) & Monitor Refresh (20 qty.) - \$22,156; Production Mobile Workstation - \$29,121; Wireless Intercom System - \$37,556; Scissor Lift (for studio lighting & camera changes) - \$16,871; Studio Lighting Equipment - \$47,627; Production Switcher - \$221,532
Sacramento Educational Cable Consortium (SECC)	\$152,703	SECC Rent - \$44,538; BESTNet Carryover - Re-Allocation Funding for E-Rate - \$985,880; Tightrope Playback System, Software, Production Cameras, & Office Equipment - \$77,019; Roll-up Door Auto Opener, Strike Plate Opener w/ intercom, and Conference Table & Chairs - \$8,083; SECC Van (Rack & Security Cameras) - \$7,601; SEVA Labs - \$60,000
Channel Licensees Project Totals:	\$911,751	
PEG FEE FUNDING GRAND TOTAL:	\$2,517,491	

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

RESOLUTION NO. 2019-004

**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 that the Commission approves the Amendment to the attached Retainer Agreement with Best Best & Krieger, LLP for general counsel services.

FURTHER BE IT RESOLVED that the Commission's Executive Director 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 Governing Board of the Sacramento Metropolitan Cable Television Commission, State of California, this 6th day of June 2019, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chair of the Board

ATTEST:

Clerk of the Board



SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

799 G Street, 4th Floor, Sacramento, CA 95814 • (916) 874-6661 • Fax: (916) 854-9666 • www.sacmetroable.tv

A Joint Powers Agency Representing Sacramento County and the Cities of Citrus Heights, Elk Grove, Folsom, Galt, Rancho Cordova and Sacramento

ATTACHMENT 4

FISCAL YEAR 2019-20 AMENDMENT TO LEGAL COUNSEL RETAINER AGREEMENT

THIS AMENDMENT is made and entered into this ____ day of June 2019, 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 limited liability partnership, 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, 2019 and ending June 30, 2020. Ms. Steiner may delegate assignments to other attorneys of the Firm as she deems necessary and advisable."

2. Section 2. Compensation.

Paragraph A. "The Firm will bill the Client monthly on or about the fifth day of the month for the time and expenses expended during the preceding month at the following hourly rates:

- \$315 - legal services rendered to the Client by Harriet A. Steiner;
- \$295 - legal services rendered to the Client by Laura Fowler;
- \$295 - legal services rendered to the Client by Joshua A. Nelson;
- \$170 – services rendered by legal assistants and paralegals;
- Legal services rendered to the Client by any other attorney of the Firm at that attorney's standard public agency rate, which range from \$220 per hour to \$420 per hour.

Paragraph C. "The hourly charges identified in Paragraph A 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."

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**

Harriet A. Steiner, Esq.

Robert A. Davison, Executive Director

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

RESOLUTION NO. 2019-005

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

NOW THEREFORE, BE IT RESOLVED AND ORDERED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION, a Joint Powers Agency of the State of California, that the Commission hereby approves the Pro-Forma 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 Fiscal Year 2019-20 PEG Fee funding plans as submitted for the purpose of providing funding for the Member Agencies for the period of July 1, 2019 to June 30, 2020; and

FURTHER BE IT RESOLVED AND ORDERED that the Commission's Executive Director is hereby authorized and directed to prepare and 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 Governing Board of the Sacramento Metropolitan Cable Television Commission, State of California, this 6th day of June 2019, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chair of the Board

ATTEST:

Clerk of the Board

**SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION
PRO FORMA PEG FEE FUNDING AGREEMENT FOR MEMBER AGENCY**

FISCAL YEAR 2019-20

THIS AGREEMENT is entered into this ____ day of _____, 2019, 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 deemed Member Agency;

WHEREAS, commencing with the 2009-2010 fiscal year, SMCTC began collecting a 1% Public, Educational, and Governmental ("PEG") access channel fees ("PEG Fee funding") from cable television operators to support PEG facilities;

WHEREAS, SMCTC anticipates that PEG Fee funds will be available to provide to its Member Agencies to support projects, programming, and services relating to PEG access facilities;

WHEREAS, SMCTC has received a request(s) for PEG Fee funding from Member Agency and hereby approves that request(s). A copy of Member Agency's approved request(s) 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 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 2019-20 PEG FEE FUNDING REQUEST	\$
The PEG Fee funding will be available during the Fiscal Year 2019-20 as set forth below.	

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 solely out of PEG fees collected by SMCTC from cable television operators. Such PEG fees are received in quarterly payments and

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. If actual revenue received through PEG Fees is less than anticipated, SMCTC is not obligated to pay Member Agency. Payments to member agency will occur during the fiscal year and will be prioritized by the SMCTC based upon facility needs and available revenue; Member Agency will be reimbursed based on actual expenditures.

Member Agency further understands that SMCTC may enter, or has already entered, into similar funding agreements with other member agencies and with channel licensees that operate one or more of the SMCTC 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 available PEG funds based on the criteria set forth above. If there are insufficient PEG fees to satisfy all funding requests during this fiscal year, members agencies not receiving all identified funding shall be entitled to a higher priority in the next fiscal year before any funding for new projects for the next year fiscal year is approved.

3. Use of PEG Fee funding. Member Agency understands that the funding provided to it pursuant to this Agreement originated from PEG access channel fees. As a condition of accepting the 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. SMCTC has both the responsibility and the right under this Agreement to monitor and audit the use of the funding allocated under this Agreement. Member Agency shall agree to cooperate fully with any audit requested by SMCTC.

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: purchase of equipment, rental of facilities, purchase of software, and tangible goods provided that a CPA 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, maintenance contracts/agreements, 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 funding.

Member Agency further understands and agrees that the PEG Fee funding provided by SMCTC was awarded based on a request from Member Agency and that the use of the PEG funds are 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 during the current fiscal year, then Member Agency shall notify SMCTC that the Member Agency will re-submit the PEG Fee funding in the next fiscal year. The Member Agency may also request to modify the approved use of the funding. The Executive Director may consider and approve requests up to a total of \$50,000 in the fiscal year if the requested change(s) is an allowable PEG Funding expenditure. Requests above a total of \$50,000 will require Commission consideration and action. The Executive Director may consider and approve any request as authorized by this section. The Executive Director may also elect to seek direction or action by the Commission on any such requests.

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.

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.

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, SMCTC or any local agency in connection with, related to, or in any way arising out of Member Agency's use or expenditure of the PEG Fee funding provided to it under this Agreement.

5. **Attorneys' Fees.** If any party to this Agreement commences any legal action against another party to this Agreement which arise out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses and attorneys' fees.

6. **Reimbursement Requirement; Record Retention.** No later than June 1st for each fiscal year, Member Agency shall submit to SMCTC a copy of all invoices and receipts reflecting the expenditures made with such funds during the preceding fiscal year, a request for reimbursement from funds identified in Section 1 above and such other information as SMCTC may require. Any expenses or projects that have not been completed by June 15 of that fiscal year shall be subject to the provisions of section 3 above. SMCTC shall reimburse Member Agency within a reasonable time of receipt of such documentation subject to the provisions of this Agreement, including Sections 2 and 3. Member Agency shall retain all records related to the expenditure of PEG Fee funds for a period of no less than three (3) years from the last expenditure reimbursed under this Agreement.

Pro Forma PEG Fee Funding Agreement for Member Agency

Fiscal Year 2019-20

Page 4

7. 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.

8. 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.

9. 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.

10. Agreement Contains All Understanding. This document represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations or agreements, either written or oral regarding the subjects addressed herein. This document may be amended only by written instrument, signed by all Parties.

11. 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 6th of June 2019.

12. Terms. The term of the PEG Fee funding Agreement ends June 30, 2020.

MEMBER AGENCY

By: _____

Title: _____

Date: _____

**SACRAMENTO METROPOLITAN
CABLE TELEVISION COMMISSION**

By: _____

Title: _____

Date: _____

EXHIBIT A

**MEMBER AGENCY
FISCAL YEAR 2019-20 PEG FEE FUNDING REQUEST**

DRAFT

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

RESOLUTION NO. 2019-006

**A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF THE
ANNUAL FUNDING AND PERFORMANCE AGREEMENT FOR CHANNEL LICENSEES
OF THE SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION**

NOW THEREFORE, BE IT RESOLVED AND ORDERED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION, a Joint Powers Agency of the State of California, that the Commission hereby approves the Pro-Forma Annual Funding and Performance Agreement for Channel Licensees 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 Fiscal Year 2019-20 Funding and Performance Agreement as submitted for the purpose of providing funding for the Channel Licensees for the period of July 1, 2019 to June 30, 2020; and

FURTHER BE IT RESOLVED AND ORDERED that the Commission's Executive Director is hereby authorized and directed to prepare and execute the Agreements with the Channel Licensees 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 funding for certain items that are deemed questionable for funding with Public Education and Government (PEG) Channel Facilities Fees by the Commission's Executive Director, in consultation with Commission's Legal Counsel, is contingent upon the provision of the necessary documentation to substantiate PEG eligibility to the satisfaction of the Executive Director in consultation with Legal Counsel; 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 Governing Board of the Sacramento Metropolitan Cable Television Commission, State of California, this 6th day of June 2019, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chair of the Board

ATTEST:

Clerk of the Board

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

**PRO FORMA ANNUAL FUNDING AND PERFORMANCE
AGREEMENT FOR CHANNEL LICENSEE
FISCAL YEAR 2019-20**

THIS AGREEMENT is between the **Sacramento Metropolitan Cable Television Commission** (“SMCTC”) and **(INSERT CHANNEL LICENSEE NAME HERE)** (“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 to extend the Agreement through and including June 30, 2020.

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 as modified based on review by Legal Counsel of eligible PEG equipment/facilities, and as approved by the Board. A copy of the Licensee 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 _____ DOLLARS (\$ _____) as follows:

FISCAL YEAR 2019-20	
(INSERT LICENSEE NAME) – Operations	\$ _____
(INSERT LIC. NAME) – Capital Facilities (PEG Fees)	\$ _____
(LICENSEE PROJECT NAME) Base - Operations	\$ _____
(LICENSEE PROJECT NAME) Base - Operations	\$ _____
Capital and Facilities (PEG Fees)	\$ _____
TOTAL FISCAL YEAR 2019-20 FUNDING	\$ _____

The above payments will be made on or about August 31, 2019 and February 28, 2020.

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.

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: purchase of equipment, rental of facilities, purchase of software, and tangible goods provided that a CPA 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, maintenance contracts/agreements, employment of staff, and hiring of persons to perform services.

Licensee further understands and agrees that certain of the PEG Fee funding provided by SMCTC was awarded based on a request from Licensee and that the use of the PEG funds are limited to the expenditures outlined in that request as approved by SMCTC. If Licensee determines that it will not proceed with the expenditures as set forth in the request approved by SMCTC during the current fiscal year, then Licensee shall notify SMCTC if the Licensee would like to re-submit the PEG Fee Funding in the next fiscal year.

The Executive Director shall consider and may approve any request for an extension to the next fiscal year pursuant to this section. Any request beyond the next fiscal year shall be submitted to the Commission for its consideration. Further, Licensee may determine that it has critical or pressing needs that it would prefer to direct the funding towards than the approved request. Should such occur, Licensee may submit such a request, in writing, to the Executive Director with the rationale for this request. The Executive Director may consider and approve the request provided that he/she determines that (1) it is the type of expenditure that would have been eligible for PEG Funding, (2) the need

expressed is critical or pressing and (3) the amount does not exceed \$50,000 dollars. Any request above this amount must be approved by the Commission Board.

The Executive Director may also elect to seek direction or action by the Commission Board on any requests made pursuant to this section. Neither the Executive Director nor the Commission Board is required to approve any request for modification made pursuant to this section. If the request is not approved and the Licensee does not use the funds for the purpose and within the time frames, as approved by the Commission, such funding approval shall be cancelled and may be reallocated as the Commission deems appropriate.

If Licensee is able to complete an approved PEG Fee project for less than the approved PEG Fee funding, the Licensee may so notify SMCTC and request that the Licensee be authorized to retain the allocation of PEG Fees not required for a future project that would be otherwise eligible for PEG Fee funding. Such request shall be approved by the Executive Director provided that the Licensee has completed the approved project and agrees to use the remaining funding for an eligible project within the then current or the next fiscal year. Funds not used within the next fiscal year shall be remitted to the SMCTC or will be deducted from future approved allocations.

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. Sale or Transfer of PEG Funded Property or Equipment. Licensee shall not sell or transfer property or equipment acquired with, or funded by, PEG Fees without the prior written consent of SMCTC. Should Licensee wish to sell, transfer, or otherwise dispose of PEG Funded property or equipment, Licensee shall make a written request to the Executive Director.

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 Executive Director of SMCTC after the Executive Director has been authorized to execute it by SMCTC.

9. Term. The term of the Funding Agreement ends June 30, 2020.

(INSERT CHANNEL LICENSEE NAME)

SACRAMENTO METROPOLITAN
CABLE TELEVISION COMMISSION

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

**ANNUAL FUNDING AND PERFORMANCE AGREEMENT FOR CHANNEL LICENSEE
SACRAMENTO EDUCATIONAL CABLE CONSORTIUM
FISCAL YEAR 2019-20**

THIS AGREEMENT is between the **Sacramento Metropolitan Cable Television Commission ("SMCTC")** and **(INSERT CHANNEL LICENSEE NAME HERE) ("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 to extend the Agreement through and including June 30, 2020.

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 as modified based on review by Legal Counsel of eligible PEG equipment/facilities, and as approved by the Board. A copy of the Licensee 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 _____ DOLLARS (\$ _____) as follows:

FISCAL YEAR 2019-20	
(INSERT LICENSEE NAME) – Operations	\$ _____
(INSERT LIC. NAME) – Capital Facilities (PEG Fees)	\$ _____
(LICENSEE PROJECT NAME) Base - Operations	\$ _____
(LICENSEE PROJECT NAME) Base - Operations	\$ _____
Capital and Facilities (PEG Fees)	\$ _____
TOTAL FISCAL YEAR 2019-20 FUNDING	\$ _____

The above payments will be made on or about August 31, 2019 and February 28, 2020.

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.

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: purchase of equipment, rental of facilities, purchase of software, and tangible goods provided that a CPA 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, maintenance contracts/agreements, employment of staff, and hiring of persons to perform services.

Licensee further understands and agrees that certain of the PEG Fee funding provided by SMCTC was awarded based on a request from Licensee and that the use of the PEG funds are limited to the expenditures outlined in that request as approved by SMCTC. If Licensee determines that it will not proceed with the expenditures as set forth in the request approved by SMCTC during the current fiscal year, then Licensee shall notify SMCTC if the Licensee would like to re-submit the PEG Fee Funding in the next fiscal year.

The Executive Director shall consider and may approve any request for an extension to the next fiscal year pursuant to this section. Any request beyond the next fiscal year shall be submitted to the Commission for its consideration. Further, Licensee may determine that it has critical or pressing needs that it would prefer to direct the funding towards than the approved request. Should such occur, Licensee may submit such a request, in writing, to the Executive Director with the rationale for this request. The Executive Director may consider and approve the request provided that he/she determines that (1) it is the type of expenditure that would have been eligible for PEG Funding, (2) the need

expressed is critical or pressing and (3) the amount does not exceed \$50,000 dollars. Any request above this amount must be approved by the Commission Board.

The Executive Director may also elect to seek direction or action by the Commission Board on any requests made pursuant to this section. Neither the Executive Director nor the Commission Board is required to approve any request for modification made pursuant to this section. If the request is not approved and the Licensee does not use the funds for the purpose and within the time frames, as approved by the Commission, such funding approval shall be cancelled and may be reallocated as the Commission deems appropriate.

If Licensee is able to complete an approved PEG Fee project for less than the approved PEG Fee funding, the Licensee may so notify SMCTC and request that the Licensee be authorized to retain the allocation of PEG Fees not required for a future project that would be otherwise eligible for PEG Fee funding. Such request shall be approved by the Executive Director provided that the Licensee has completed the approved project and agrees to use the remaining funding for an eligible project within the then current or the next fiscal year. Funds not used within the next fiscal year shall be remitted to the SMCTC or will be deducted from future approved allocations.

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. Sale or Transfer of PEG Funded Property or Equipment. Licensee shall not sell or transfer property or equipment acquired with, or funded by, PEG Fees without the prior written consent of SMCTC. Should Licensee wish to sell, transfer, or otherwise dispose of PEG Funded property or equipment, Licensee shall make a written request to the Executive Director.

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 Executive Director of SMCTC after the Executive Director has been authorized to execute it by SMCTC.

9. Term. The term of the Funding Agreement ends June 30, 2020.

SACRAMENTO EDUCATIONAL
CABLE CONSORTIUM

SACRAMENTO METROPOLITAN
CABLE TELEVISION COMMISSION

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

FISCAL YEAR 2019-20
ANNUAL PERFORMANCE AGREEMENT

THIS AGREEMENT is between the Sacramento Metropolitan Cable Television Commission ("SMCTC") and **Interfaith Council of Greater Sacramento, DBA Sacramento Faith TV ("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, June 3, 2010, October 4, 2012, June 5, 2014, June 4, 2015, June 2, 2016, July 19, 2017, and June 28, 2018.

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 Executive Director of SMCTC after the Executive Director has been authorized to execute it by SMCTC.

4. **Term.** The term of the Agreement ends June 30, 2020.

**INTERFAITH COUNCIL OF GREATER SACRAMENTO
 DBA SACRAMENTO FAITH TV**

**SACRAMENTO METROPOLITAN
 CABLE TELEVISION COMMISSION**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

799 G Street, 4th Floor, Sacramento, CA 95814 • (916) 874-6661 • Fax: (916) 854-9666 • www.sacmetro cable.tv

A Joint Powers Agency Representing Sacramento County and the Cities of Citrus Heights, Elk Grove, Folsom, Galt, Rancho Cordova and Sacramento

ATTACHMENT 11

FISCAL YEAR 2019-20 PROPOSED STAFFING*

Contracted Position					
Executive Director	Per Contract with the County of Sacramento				
Full-Time Positions (Administration)					
Job Title	Step 5	Step 6	Step 7	Step 8	Step 9
Administrative Services Officer III	--	--	\$8,641.96	\$9,073.87	\$9,527.12
Administrative Services Officer I	\$5,263.73	\$5,527.16	\$5,803.10	\$6,093.48	\$6,398.18
Senior Office Specialist (Conf.)	\$3,855.03	\$4,048.59	\$4,251.07	\$4,464.36	\$4,688.38
Senior Office Assistant (Conf.)	\$3,480.45	\$3,654.26	\$3,837.09	\$4,028.85	\$4,229.61
Full-Time Positions (Metro Cable)					
Job Title	Step 1	Step 2	Step 3	Step 4	Step 5
Production Director	\$4,721.31	\$4,957.38	\$5,205.25	\$5,465.52	\$5,738.79
Program Coordinator	\$4,039.34	\$4,241.30	\$4,453.38	\$4,676.05	\$4,909.85
Technical Coordinator	\$4,039.34	\$4,241.30	\$4,453.38	\$4,676.05	\$4,909.85
Technical Assistant	\$3,045.02	\$3,205.30	\$3,374.00	\$3,551.58	\$3,738.51
Part-Time Positions (Metro Cable)					
Job Title	Step 1	Step 2	Step 3	Step 4	Step 5
Production Assistant I	--	-	--	--	\$12.67
Production Assistant II	\$13.96	14.67	\$15.41	\$16.17	\$16.96
Production Assistant III	\$15.41	\$16.17	\$16.96	\$17.79	\$18.65

*Does not include COLA granted to the ASO III/ASO I/SOS Conf/SOA Conf aligned positions by the County of Sacramento in FY 2019-20.

ATTACHMENTS 12-18

**FISCAL YEAR 2019-20
PEG FEE FUNDING REQUESTS
(MEMBER AGENCIES)**

CITRUS HEIGHTS



City of Citrus Heights
6360 Fountain Square Drive
Citrus Heights
California 95621
(916) 725-2448
Fax (916) 725-5799
TDD 7-1-1

www.citrusheights.net

*The City of CITRUS HEIGHTS
is committed to providing
high quality, economical,
responsive city services
to our community.*

April 22, 2019

Robert A. Davison
Executive Director
Sacramento Metropolitan Cable Television Commission
799 G Street, 4th Floor
Sacramento, CA 95814

RE: Fiscal Year 2019-2020 Funding Request for PEG Equipment Projects

Dear Robert Davison:

On behalf of the City of Citrus Heights, I am submitting our request for FY 2019-2020 Public, Educational, and Government (PEG) Fee Funding for consideration by the Sacramento Metropolitan Cable Commission Board. The City is requesting items to replace outdated equipment that is reaching its end-of-life and should be replaced. Attached is an itemized list of equipment requested for FY 19-20 totaling \$60,561.91.

Please contact me at (916) 727-4704 or avan@citrusheights.net if you have any questions or need additional information.

Sincerely,



Amy Van
City Clerk

cc: Christopher W. Boyd, City Manager
Ronda Rivera, Assistant City Manager
Tammy Nossardi, Finance Manager

JEANNIE BRUINS, Mayor • JEFF SLOWEY, Vice Mayor
BRET DANIELS, Council Member • PORSCHE MIDDLETON, Council Member • STEVE MILLER, Council Member
CHRISTOPHER W. BOYD, City Manager • RUTHANN G. ZIEGLER, City Attorney

**MEMBER AGENCY
PEG FEE FUNDING REQUEST
FISCAL YEAR 2019-20**

Item #	Project Location	Equipment Description	Quantity	Unit Price	Total	10% Contingency	Shipping/ Handling	Installation	Warranty	TOTAL
MEMBER AGENCY: City of Citrus Heights										
COUNCIL CHAMBER (CC) and CONTROL ROOM (CR)										
1		Audio Technica ATND8677a Network Microphone Desk Stand	14	\$506.25	\$7,087.50	\$708.75				\$7,796.25
2		Horizon Neutricon Input Panels for Network Microphones	12	\$120.00	\$1,440.00	\$144.00				\$1,584.00
3		Horizon Neutricon Network Patch cables	14	\$45.00	\$630.00	\$63.00				\$693.00
4		Pakedge Network Switch with POE for Mics	4	\$660.00	\$2,640.00	\$264.00				\$2,904.00
5		FSR Network Extension	3	\$525.00	\$1,575.00	\$157.50				\$1,732.50
6		Omnimount Flat Panel Mounts for Existing Monitors	9	\$165.00	\$1,485.00	\$148.50				\$1,633.50
7		Lowell Power Distribution and redo plugs on walls	1	\$1,155.00	\$1,155.00	\$115.50				\$1,270.50
8		Extron DTP R HWP 4K 231 D Backup DTP Rcvr for Proj, Touch Screen, Mon	3	\$621.00	\$1,863.00	\$186.30				\$2,049.30
9		Extron DTP T USW 233 Backup Staff Transmitter	1	\$1,251.00	\$1,251.00	\$125.10				\$1,376.10
10		Extron DTP T UWP 4K 232 D Backup Clerk Transmitter	1	\$981.00	\$981.00	\$98.10				\$1,079.10
11		Dell Computer Studio and Chambers Programming	1	\$1,650.00	\$1,650.00	\$165.00				\$1,815.00
12		Install parts for system changes (parts needed for install not labor)	1	\$1,305.00	\$1,305.00	\$130.50				\$1,435.50
		Shipping / Warranty / Install					\$461.25	\$10,200.00	\$3,300.00	\$13,961.25
		Sub-total - Control Room Request								\$39,330.00
METRO CABLE RECOMMENDATIONS (IF ANY)										
13		For-A HVS-100 Type A Includes HVS-100OU, HVS-100EXP3G and HVS-100ED	1	\$10,678.80	\$10,678.80	\$1,067.88				\$11,746.68
14		For-A HVS-100DI-A 4 SDI Input Card with 4 x F/S and 2 x Resize Engine	1	\$2,151.60	\$2,151.60	\$215.16				\$2,366.76
15		For-A HVS-100DO Additional 2 HD-SDI Output Card with Down converted SD-SDI outputs	1	\$2,061.95	\$2,061.95	\$206.20				\$2,268.15
16		MAA/Lowell 8 PS Power Strip with Discrete Switches	1	\$113.85	\$113.85	\$11.39				\$125.24
17		Cable To Go 6 inch power ext for CCU power	1	\$18.34	\$18.34	\$1.83				\$20.17
		Shipping / Warranty / Install					\$378.00	\$1,080.00		\$1,458.00
		Sub-total Metro Cable Recommendations								\$17,984.99
MISCELLANEOUS (MISC.)										
18			0	\$0.00	\$0.00	\$0.00				\$0.00
Sub-Total:					\$38,087.04	\$3,808.70	\$839.25	\$11,280.00	\$3,300.00	\$57,314.99
Sales Tax - Use Tax (7.75%) - Rate for Member Agency:										\$3,246.92
FY 2019-20 PEG FEE FUNDING REQUEST - GRAND TOTAL:										\$60,561.91


 Signature [AGENCY CLERK OR IT MANAGER]

 Name & Title [AGENCY CLERK OR IT MANAGER]

4-22-2019
 Date
 [ON OR BEFORE DUE DATE: Monday, April 22, 2019]

Please attach vendor quotes to include installation / warranty / & associated costs for each item requested above.

ELK GROVE



April 22, 2019

Robert Davison
Executive Director
Sacramento Metropolitan Cable Television Commission
799 G Street, 4th Floor
Sacramento, CA 95816

Dear Mr. Davison

The City of Elk Grove staff has been working with Metro Cable staff and our vendors to make recommendations for the 2019-20 fiscal year PEG funding requests. The recommendations include upgrading the City's audio and broadcast systems in the Council Chambers, portable camera mount equipment to use during public meetings to capture video from multiple angles along with a cart for transport, and other related costs including shipping and installation. The Elk Grove sales tax rate is included in the calculation in the cost of the product listed on the spreadsheet.

The City's audio system has been problematic and caused quite a few service calls over the last year. Further investigation leads us to believe that the system is older and needs to be replaced as well as the programming to ensure that the sound is heard by all at the dais and the audience in the Council Chambers. These changes should also make our online sound quality better as well. The presentation system is also in need of replacement and is a critical piece to our public broadcast as pointed out by Metro Cable staff.

The total cost of the request is \$115,540.06 for the 19-20 fiscal year. We are looking forward to creating more stable sound and presentations for our public meetings this fiscal year.

We appreciate the opportunity to work with Metro Cable staff. Should you have any questions, or would like to discuss the attached proposals, please let me know.

Thank you,

Nicole Guttridge
IT Administrator
City of Elk Grove

MEMBER AGENCY
PEG FEE FUNDING REQUEST FORM
FISCAL YEAR 2019-20

Item #	Project Location	Equipment Description	Unit Price	Quantity	Subtotal	Tax	Total (incl applicable sales tax)	10% Contingency	Shipping/ Handling	Installation	Warranty	Total with Contingency
MEMBER AGENCY: City of Elk Grove												
CONTROL ROOM & CHAMBERS - Quote 2161-1												
1		Tesira DSP server with up to 48 channels of I/O**	\$ 5,169.23	1	\$ 5,169.23	\$ 400.62	\$ 5,569.85	\$ 516.92				\$ 6,086.77
2		Tesira 4 channel mic/line input card with acoustic echo cancellation per channel**	\$ 563.07	7	\$ 3,941.49	\$ 305.47	\$ 4,246.96	\$ 394.15				\$ 4,641.10
3		Tesira 4 channel mic/line output card**	\$ 240.00	4	\$ 960.00	\$ 74.40	\$ 1,034.40	\$ 96.00				\$ 1,130.40
4		Tesira 64x64 Dante™ module for use in SERVER or SERVER-IO chassis**	\$ 1,129.23	1	\$ 1,129.23	\$ 87.52	\$ 1,216.75	\$ 112.92				\$ 1,329.67
5		Brightsign/HD223 Full HD mainstream HTML5 Media Player**	\$ 391.79	1	\$ 391.79	\$ 30.36	\$ 422.15	\$ 39.18				\$ 461.33
7		Barco CSE-200 wireless presentation system**	\$ 1,787.50	1	\$ 1,787.50	\$ 138.53	\$ 1,926.03	\$ 178.75				\$ 2,104.78
8		2-Channel 4K60 4:2:0 HDMI Input Card**	\$ 970.15	2	\$ 1,940.30	\$ 150.37	\$ 2,090.67	\$ 194.03				\$ 2,284.70
9		Kramer HH-OUT2-F16 2 Input HDMI Interface Card for VS 1616D**	\$ 591.04	1	\$ 591.04	\$ 45.81	\$ 636.85	\$ 59.10				\$ 695.95
10		4K/UHD 230ft (70m) HDBaseT TX/RX with PoE**	\$ 356.71	1	\$ 356.71	\$ 27.65	\$ 384.36	\$ 35.67				\$ 420.03
11		4K HDR Four-Input HDMI Switcher with Auto-Switching**	\$ 358.20	1	\$ 358.20	\$ 27.76	\$ 385.96	\$ 35.82				\$ 421.78
12		10.1" Touch Screen - Control Room**	\$ 1,846.15	1	\$ 1,846.15	\$ 143.08	\$ 1,989.23	\$ 184.62				\$ 2,173.84
13		Tabletop Kit for TSW-1050 & TSW-1052, Black**	\$ 192.30	1	\$ 192.30	\$ 14.90	\$ 207.20	\$ 19.23				\$ 226.43
14		20" HD Touch Screen Display, Black**	\$ 1,538.46	1	\$ 1,538.46	\$ 119.23	\$ 1,657.69	\$ 153.85				\$ 1,811.54
15		Digital Graphics Engine 100**	\$ 1,538.46	1	\$ 1,538.46	\$ 119.23	\$ 1,657.69	\$ 153.85				\$ 1,811.54
16		Crestron 3-Series Control System® 6 RS-232 Ports**	\$ 4,076.92	1	\$ 4,076.92	\$ 315.96	\$ 4,392.88	\$ 407.69				\$ 4,800.57
17		3-Series™ Control Card - 3 COM Ports**	\$ 538.46	3	\$ 1,615.38	\$ 125.19	\$ 1,740.57	\$ 161.54				\$ 1,902.11
18		Universal Keypad Interface - For Mic Control Buttons**	\$ 146.15	3	\$ 438.45	\$ 33.98	\$ 472.43	\$ 43.85				\$ 516.27
19		iPanel® Wall Dock for iPad Air® 2, White - For AV Control Room**	\$ 576.92	1	\$ 576.92	\$ 44.71	\$ 621.63	\$ 57.69				\$ 679.32
20		Cables, Connectors, Misc. Hardware**	\$ 747.61	1	\$ 747.61	\$ 57.94	\$ 805.55	\$ 74.76				\$ 880.31
21		Shipping	\$ 583.92	1	\$ 583.92	\$ -	\$ -	\$ -	\$ 583.92			\$ 583.92
22		CAD & Documentation Total	\$ 1,800.00	1	\$ 1,800.00	\$ -	\$ 1,800.00	\$ 180.00				\$ 1,980.00
23		Control System & DSP Audio Programming	\$ 10,000.00	1	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 1,000.00				\$ 11,000.00
24		Project Management	\$ 1,000.00	1	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 100.00				\$ 1,100.00
25		Installation	\$ 12,000.00	1	\$ -	\$ -	\$ -	\$ -		\$ 12,000.00		\$ 12,000.00
		Section Totals	\$ 48,142.27		\$ 42,580.06	\$ 2,262.70	\$ 44,258.84	\$ 4,199.61	\$ 583.92	\$ 12,000.00		\$ 61,042.37
		**Indicates sales tax of 7.75%										
CONTROL ROOM & CHAMBERS - Quote 2170 (Metro Cable Recommendations)												
26		HVS-100 8 Input Switcher w/ HVS-100OU 12 Button Controller**	\$ 10,000.00	1	\$ 10,000.00	\$ 775.00	\$ 10,775.00	\$ 1,000.00				\$ 11,775.00
27		HVS-100DI-A HD/SD 4 Input Card**	\$ 2,000.00	1	\$ 2,000.00	\$ 155.00	\$ 2,155.00	\$ 200.00				\$ 2,355.00
28		HVS-100DO HD/SD 2 Output card**	\$ 2,000.00	1	\$ 2,000.00	\$ 155.00	\$ 2,155.00	\$ 200.00				\$ 2,355.00
29		Peavey PV 6 v2 Mixer with USB 6-Channel Compact Mixer with 2 Mic Inputs**	\$ 149.00	1	\$ 149.00	\$ 11.55	\$ 160.55	\$ 14.90				\$ 175.45
30		CompactCG Portable 1RU Single Channel HD/SD Broadcast Graphics System**	\$ 15,000.00	1	\$ 15,000.00	\$ 1,162.50	\$ 16,162.50	\$ 1,500.00				\$ 17,662.50
31		EEG 492 iCap Encoder IP-based Captioning Encoder**	\$ 9,200.00	1	\$ 9,200.00	\$ 713.00	\$ 9,913.00	\$ 920.00				\$ 10,833.00
32		Shipping & Handling	\$ 150.00	1	\$ 150.00	\$ -	\$ -	\$ -	\$ 150.00			\$ 150.00
33		Installation	\$ 2,800.00	1	\$ 2,800.00	\$ -	\$ -	\$ -		\$ 2,800.00		\$ 2,800.00
		Section Totals	\$ 41,299.00		\$ 41,299.00	\$ 2,972.05	\$ 41,321.05	\$ 3,834.90	\$ 150.00	\$ 2,800.00	\$ -	\$ 48,105.95
		**Indicates sales tax of 7.75%										
MISCELLANEOUS												
34		Zoom H6 Audio Recorder**	\$ 399.99	1	\$ 399.99	\$ 31.00	\$ 430.99	\$ 40.00	\$ -	\$ -		\$ 470.99
35		RodeLink Lav Set**	\$ 399.00	2	\$ 798.00	\$ 61.85	\$ 859.85	\$ 79.80	\$ -	\$ -		\$ 939.65
36		Matthews Hollywood Baby Jr. Triple Riser Stand**	\$ 285.60	3	\$ 856.80	\$ 66.40	\$ 923.20	\$ 85.68	\$ -	\$ -		\$ 1,008.88
37		Impact Turtle Base C-Stand**	\$ 109.95	1	\$ 109.95	\$ 8.52	\$ 118.47	\$ 11.00	\$ -	\$ -		\$ 129.47
38		Inovativ Voyager EVO cart 36", 8" wheels with robo-cup**	\$ 3,120.00	1	\$ 3,120.00	\$ 241.80	\$ 3,361.80	\$ 312.00	\$ 168.96	\$ -		\$ 3,842.76
		Section Totals	\$ 4,314.54		\$ 5,284.74	\$ 409.57	\$ 5,694.31	\$ 528.47	\$ 168.96	\$ -	\$ -	\$ 6,391.74
		**Indicates sales tax of 7.75%										
FY 2019-20 PEG FEE FUNDING REQUEST - GRAND TOTAL:			\$ 93,755.81		\$ 89,163.80	\$ 5,644.32	\$ 91,274.20	\$ 8,562.99	\$ 902.88	\$ 14,800.00	\$ 0.00	\$ 115,540.06



Signature

5/14/2019
Date

Nicole Guttridge, IT Administrator
Name & Title

Please attach vendor quotes to include installation / warranty / associated costs for each item requested above.

FOLSOM



Efrem Richardson
Information Systems Manager

**CITY OF
FOLSOM**
DISTINCTIVE BY NATURE

May 24, 2019

Sacramento Metropolitan Cable Television Commission
799 G Street, 4th Floor
Sacramento, CA 95814

RE: Peg Funding Request 2019-20

To Whom It May Concern,

Please consider this letter from the City of Folsom requesting PEG Funding for the 2019 -2020 funding year for replacing the aging equipment in our control room, as well as outfitting our Public Works Conference Room with AV/Video/Telco Presentation system for Council Meeting Overflow. We would also like to equip the City Managers Conference Room with Teleconference capabilities for Council Business. I have attached quotes from Proud Audio-Visual as well as other vendors. I am enclosing a quote as well from your Metro Cable Staff requesting replacement or enhancement of broadcasting equipment for City of Folsom Council Meetings.

We are requesting \$98,133.48 in funding, which includes a 10% contingency for the project. Metro Cable on behalf of the City of Folsom is requesting \$18,109.74 of the 98,133.48 for broadcasting upgrades or replacements. The grand total being requested for FY 2019-20 is \$104.768.47 for the project.

Thank you for your consideration of this request.

Sincerely,

Efrem Richardson
Information Systems Manager
City of Folsom

CITY OF FOLSOM PEG FEE FUNDING REQUEST FISCAL YEAR 2019-20										
Item #	Project Location	Equipment Description	Quantity	Unit Price	Total	10% Contingency	Shipping/ Handling	Installation	Warranty	TOTAL
MEMBER AGENCY: [City of Folsom]										
CITY MANAGER CONFERENCE ROOM										
1		Integrated Teleconference Audio System	1	\$8,374.28	\$8,374.28	\$837.43				\$9,211.71
2		CAD & Documentation Total			\$0.00	\$0.00		\$375.00		\$375.00
3		Control System & DSP Audio Programming			\$0.00	\$0.00		\$1,250.00		\$1,250.00
4		Project Management			\$0.00	\$0.00		\$100.00		\$100.00
5		Shipping / Warranty / Install			\$0.00	\$0.00				\$0.00
		Sub-total - Council Chamber Request					\$209.36	\$1,800.00		\$2,009.36
		PUBLIC WORKS CONFERENCE ROOM								\$12,946.07
6		Audio/Video/Teleconference Presentation System	1	\$33,051.17	\$33,051.17	\$3,305.12				\$36,356.29
7		CAD & Documentation Total			\$0.00	\$0.00		\$500.00		\$500.00
8		Control System & DSP Audio Programming			\$0.00	\$0.00		\$2,000.00		\$2,000.00
9		Project Management & Rack Fabrication			\$0.00	\$0.00		\$460.00		\$460.00
10		Shipping / Warranty / Install			\$0.00	\$0.00				\$0.00
		Sub-total - Control Room Request					\$826.28	\$5,000.00		\$5,826.28
		METRO CABLE RECOMMENDATIONS (IF ANY)								\$45,142.57
11		Brighteye 56 Test Signal Sync Generator	1	\$2,612.50	\$2,612.50	\$261.25				\$2,873.75
12		Audio Damping Blanket VB-71G Black - 6 ft. (80" H x 80" W) Acoustic Blanket With Grommets	4	\$40.10	\$160.40	\$16.04				\$176.44
13		For A HVS-100 Switcher	1	\$9,900.00	\$9,900.00	\$990.00				\$10,890.00
14		HVS-100DI-A HD/SD Input Card	1	\$1,895.25	\$1,895.25	\$189.53				\$2,084.78
15		HVS-100DO HD/SD output Card	1	\$1,895.25	\$1,895.25	\$189.53				\$2,084.78
		Shipping								\$0.00
		Sub-total Metro Cable Recommendations								\$18,109.74
		MISCELLANEOUS (MISC.)								
16		Sony Alpha a7 III Camera	1	\$1,998.00	\$1,998.00	\$199.80				\$2,197.80
17		Sony FE 16-35mm f/2.8 Lens	1	\$2,198.00	\$2,198.00	\$219.80				\$2,417.80
18		Sony FE 24-70mm f/2.8 Lens	1	\$2,148.00	\$2,148.00	\$214.80				\$2,362.80
19		Sony FE 70-200mm f/2.8 Lens	1	\$2,598.00	\$2,598.00	\$259.80				\$2,857.80
20		SanDisk 128GB Extreme Pro UHS-II Memory Card	1	\$39.00	\$39.00	\$3.90				\$42.90
21		Sony NP-FZ100 Rechargeable Lithium-Ion Battery - x2	1	\$158.00	\$158.00	\$15.80				\$173.80
22		Manfrotto MVH500AH Fluid Head & 755XB Tripod	1	\$379.00	\$379.00	\$37.90				\$416.90
23		DJI Ronin-S Gimbal	1	\$749.00	\$749.00	\$74.90				\$823.90
24		Sony UWP-D11 Camera-Mount Wireless Omni Lavalier Mic System	1	\$599.00	\$599.00	\$59.90				\$658.90
25		Rode VideoMic Pro	1	\$229.00	\$229.00	\$22.90				\$251.90
26		DJI Mavic 2 Pro with Fly More Combo Kit	1	\$1,878.00	\$1,878.00	\$187.80				\$2,065.80
27		Dracast S-Series LED500 Plus Bi-Color LED 3-Light Kit	1	\$699.00	\$699.00	\$69.90				\$768.90
28		Magic Keyboard with Numeric Keypad	1	\$149.00	\$149.00	\$14.90				\$163.90
29		Magic Mouse 2	1	\$99.00	\$99.00	\$9.90				\$108.90
30		ViewSonic VP3881 38" PRO Monitor	1	\$1,018.00	\$1,018.00	\$101.80				\$1,119.80
31		Henge Docks Stone docking station	1	\$199.00	\$199.00	\$19.90				\$218.90
32		Samsung X5 Portable SSD 1TB	1	\$497.00	\$497.00	\$49.70				\$546.70
33		IK Multimedia iLoud Micro Monitors	1	\$299.00	\$299.00	\$29.90				\$328.90
34		X-Rite iDisplay Pro Monitor Calibrator	1	\$259.00	\$259.00	\$25.90				\$284.90
35		15-inch MacBook Pro - 2.9GHz 6 core 8th generation Intel Core i9 processor, Turbo Boost up to 4.8GHz, Retina display with True Tone, Radeon Pro Vega 16 with 6GB of VRAM, 16GB of unified memory, 256GB of SSD storage, 2x Thunderbolt 3 ports	1	\$3,749.00	\$3,749.00	\$374.90				\$4,123.90
36		Sub-Total Miscellaneous								\$21,935.10
Sub-Total:					\$77,829.85	\$7,782.99	\$1,035.64	\$11,485.00	\$0.00	\$98,133.48
Sales Tax - Use Tax (7.75%) - Rate for Member Agency:										\$6,634.99
FY 2019-20 PEG FEE FUNDING REQUEST - GRAND TOTAL:										\$104,768.47

Signature **[AGENCY CLERK OR IT MANAGER]**

Date

[ON OR BEFORE DUE DATE: Monday, April 22, 2019]

Name & Title **[AGENCY CLERK OR IT MANAGER]**

Please attach vendor quotes to include installation / warranty / & associated costs for each item requested above.

GALT



Information Technology Department

May 23, 2019,

Sacramento Metropolitan Cable Television Commission
Ms. Karen Liu, Administrative Services Officer
799 G Street, 4th Floor
Sacramento, CA 95814

DELIVERED VIA EMAIL

liuk@saccounty.net

Re: Public, Education, and Government (PEG) Facilities and Equipment
Funding Request Fiscal Year 2019-20

Dear Ms. Liu:

This letter constitutes the City of Galt's PEG funding request for FY 2019-20. Internal and external personnel have been consulted to go over technology needs for the City Council Chambers associated with the MetroCable broadcast. Based on feedback and recommendations we received from MetroCable engineers who operate the video system during Council meetings, internal City of Galt staff and from our viewers, we are proposing the following new requests for funding to improve the viewer experience.

#1 FY 19-20 Request – Control Room Improvements: \$33,772.65

Goal: Improve overall video experience and manageability by MetroCable and city staff as well as protect equipment investments. The addition of the updated equipment will allow Metro Cable staff to provide the needed support for our communication out to our City's constituents.

Plan:

- We are adding A HVS -100 Switcher.
- We are installing Ensemble Design BrightEye 56 Generator.
- We are adding an EEG 492 ICap Encoder IP based for captioning encoder.
- We are repurposing existing dual monitors and adding Closed Captioning capabilities
- We are adding a KVM switch, Sync Generator, along with an HVS -100 PCI (HDMI/VGA) input card, and an HVS-100 DI-A/HD/SD Input card.
- Request #1 also includes the wiring and configuration charges necessary to make the above equipment operational.

Sacramento Metropolitan Cable Television Commission

380 Civic Drive, Galt, CA 95632
(209) 366-7100 Fax: (209) 745-4601
www.ci.galt.ca.us

#2 FY 19-20 Request –Council Chambers Improvements: \$9,929.32

Goal: Upgrade existing Council member's ability to access and process data.

Plan:

- Purchase Microsoft Surface Pro 6 Tablets to replace outdated existing tablets for Council members.

#3 FY 19-20 Request –Miscellaneous (Other): \$275.00

Goal: Improve overall viewing experience for constituents, manageability by MetroCable and city staff as well as protect equipment investments.

- The City plans to complete cabling connections for all new equipment into the newly configured technology rack inside the control room.
- The running of the cables will be completed in house by City of Galt IT staff.

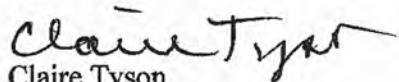
FY 2019-20 PEG Fee Funding Requests Summary

Project Location	Description	Total	Status
1. Control Room	Control Room Improvements	\$33,772.65	Unfunded
2. Council Chambers	Chambers Improvements	\$9929.32	Unfunded
3. Misc. Other	Other items	\$275.00	Unfunded
4. Taxes	On items listed above	\$3,346.97	Unfunded

Member Agency Requests Total for FY 2019-20 **\$46,098.01**

Please contact Claire Tyson, Finance Director at 209-366-7145 or ctyson@ci.galt.ca.us for additional information or questions related to this request.

Sincerely,





Claire Tyson
Finance Director
City of Galt

Cc: Thomas Haglund, Interim City Manager
Claire Tyson, Finance Director

**METRO CABLE RECOMMENDATIONS FOR
GALT PEG FEE FUNDING REQUEST
FISCAL YEAR 2019-20**

Item #	Project Location	Equipment Description	Quantity	Unit Price	Total	10% Contingency	Shipping/ Handling	Installation	Warranty	TOTAL
MEMBER AGENCY: [Galt]										
Galt Control Room Equipment Upgrades										
1	CR	For.A HVS-100 Switcher	1	\$10,000.00	\$10,000.00	\$1,000.00				\$11,000.00
2	CR	HVS-100DI-A HD/SD Input Card	1	\$2,000.00	\$2,000.00	\$200.00				\$2,200.00
3	CR	HVS-100PCI: PC (HDMI/VGA) Input Card	1	\$2,000.00	\$2,000.00	\$200.00				\$2,200.00
4	CR	EEG 492 iCap Encoder IP based captioning encoder (quote attached)	1	\$9,999.00	\$9,999.00	\$999.90				\$10,998.90
5	CR	Ensemble Designs BrightEye 56 TS and SPG	1	\$2,612.50	\$2,612.50	\$261.25				\$2,873.75
6	CR	Installation of equipment for Control Room.	1					\$4,500.00		\$4,500.00
Sub-total - Control Room Equipment										\$33,772.65
MISCELLANEOUS (MISC.)										
7	MISC	Assorted Cables and connectors	1	\$250.00	\$250.00	\$25.00				\$275.00
8										
9										
10										
11										
		Shipping / Warranty / Install								
Sub-total -										
Council Chambers										
12	CC	Microsoft Surface Pro 6 Tablets	7	\$1,225.83	\$8,580.81	\$122.58				\$9,929.22
13										
14										
15										
16										
		Shipping								
Sub-total Metro Cable Recommendations										
17										
Sub-Total:					\$35,442.31	\$2,808.73	\$0.00	\$4,500.00	\$0.00	\$42,751.04
Sales Tax - Use Tax (8.75%) - Rate for Member Agency:										\$3,346.97
FY 2019-20 PEG FEE FUNDING REQUEST - GRAND TOTAL:										\$46,098.01


 Signature [AGENCY CLERK OR IT MANAGER]

 Name & Title [AGENCY CLERK OR IT MANAGER]

5/23/19
 Date
 [ON OR BEFORE DUE DATE: Monday, April 22, 2019]

Please attach vendor quotes to include installation / warranty / & associated costs for each item requested above.

RANCHO CORDOVA

April 22, 2019

Karen Liu, Administrative Services Officer III
Sacramento Cable Television Cable Commission
799 G Street, 4th Floor
Sacramento, CA 95814

Subject: 2019-2020 PEG Funding Request

Robert J. McGarvey
Mayor

David M. Sander
Vice Mayor

Garrett Gatewood
Council Member

Donald Terry
Council Member

Linda Budge
Council Member

We are requesting funding to replace and update aging equipment as well as replace our unsupported agenda management software suite. The total PEG funding request for 19-20 is \$227,076.01, including a 10% contingency for unknowns.

The goal in the 19-20 fiscal year is to replace and update aging equipment in our A/V control room and Council Chambers that has been the cause of several issues over the last year.

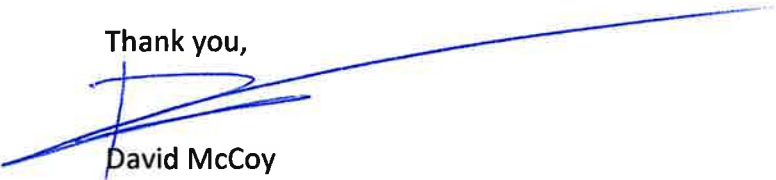
Additionally, implementing the CivicClerk agenda management solution from CivicPlus will allow the City to automate the creation of the agenda as well as the execution of City Council meetings. Having these tools will streamline meeting minutes, voting, reporting, and publishing to a citizen-facing web portal for enhanced transparency and accessibility to the public. The built-in voting tools will add to the public record in real time and display vote results on archived meetings. This provides Rancho Cordova residents the ease of accessing an item online through the agenda or minutes to view the outcome. In addition, the City currently struggles to provide live video streaming to all of our residents due to compatibility issues that only allow specific old/unsupported web browsers to view the meeting. The CivicClerk video would enable any internet browser to view the Council meetings in real time.

Part of this request is also for updating the CAD drawings and documentation regarding new A/V equipment.

The work will require programming of the control system for control as well as installation of all components.

Attached you will find the cost breakdown and quotes.

Thank you,



David McCoy
Senior IT Analyst
City of Rancho Cordova

**MEMBER AGENCY
PEG FEE FUNDING REQUEST
FISCAL YEAR 2019-20**

Item #	Project Location	Equipment Description	Quantity	Unit Price	Total	10% Contingency	Shipping/ Handling	Installation	Warranty	TOTAL
MEMBER AGENCY: [City of Rancho Cordova]										
CONTROL ROOM / COUNCIL CHAMBER (CC)										
1		4K DigitalMedia 8G+® Transmitter 302	8	\$ 1,538.46	\$ 12,307.68	\$ 1,230.77				\$ 13,538.45
2		HDBaseT® Certified 4K DigitalMedia 8G+® Input Card for DM Switchers	12	\$ 846.15	\$ 10,153.80	\$ 1,015.38				\$ 11,169.18
3		4K HDMI® Input Card for DM® Switchers	6	\$ 615.38	\$ 3,692.28	\$ 369.23				\$ 4,061.51
4		3G-SDI Input Card for DM® Switchers	1	\$ 923.07	\$ 923.07	\$ 92.31				\$ 1,015.38
5		32x32 DigitalMedia™ Switcher with Redundant Power Supplies	1	\$ 14,153.84	\$ 14,153.84	\$ 1,415.38				\$ 15,569.22
6		2-Channel HDBaseT® Certified 4K DigitalMedia 8G+® Output Card	6	\$ 1,000.00	\$ 6,000.00	\$ 600.00				\$ 6,600.00
7		2-Channel HDMI® Output Card for DM® Switchers	3	\$ 538.46	\$ 1,615.38	\$ 161.54				\$ 1,776.92
8		4K DigitalMedia 8G+® Receiver & Room Controller	6	\$ 692.30	\$ 4,153.80	\$ 415.38				\$ 4,569.18
9		Avocent SV220H-001 2-port desktop KVM, HDMI	1	\$ 407.69	\$ 407.69	\$ 40.77				\$ 448.46
10		Articulating Mount For Crestron Touch Panel	1	\$ 115.38	\$ 115.38	\$ 11.54				\$ 126.92
11		Planar PLL2250MW LED Monitor	1	\$ 230.76	\$ 230.76	\$ 23.08				\$ 253.84
12		DSAN Timer Interface	1	\$ 416.67	\$ 416.67	\$ 41.67				\$ 458.34
13		Cables, Connectors, Misc. Hardware	1	\$ 416.66	\$ 416.66	\$ 41.67				\$ 458.33
14		Intel NUC Mini PC	1	\$ 882.69	\$ 882.69	\$ 88.27				\$ 970.96
15		Apple 11-inch iPad Pro Wi-Fi - tablet - 64 GB - 11"	6	\$ 759.53	\$ 4,557.18	\$ 455.72				\$ 5,012.90
16		Apple Smart - keyboard and folio case - English	6	\$ 182.05	\$ 1,092.30	\$ 109.23				\$ 1,201.53
Sub-total - Control Room Request										\$ 61,016.67
CivicClerk Agenda Management System										
17		CivicClerk Agenda Management System	1	\$ 28,225.00	\$ 28,225.00	\$ 2,822.50				\$ 31,047.50
18		Project Management (Kaizen InfoSource)	250	\$ 170.00	\$ 42,500.00	\$ 4,250.00				\$ 46,750.00
Sub-total - CivicClerk Agenda Management System										\$ 77,797.50
METRO CABLE RECOMMENDATIONS (IF ANY)										
19		HVS-100 8 Input Switcher w/ HVS-100OU 12 Button Controller	1	\$ 10,000.00	\$ 10,000.00	\$ 1,000.00				\$ 11,000.00
20		HVS-100DI-A HD/SD 4 Input Card	1	\$ 2,000.00	\$ 2,000.00	\$ 200.00				\$ 2,200.00
21		HVS-100DO HD/SD 2 Output Card	1	\$ 2,000.00	\$ 2,000.00	\$ 200.00				\$ 2,200.00
22		Wohler Audio Monitor AMP1-2SDA 2-Channel Stereo Monitor	1	\$ 1,575.60	\$ 1,575.60	\$ 157.56				\$ 1,733.16
23		CompactCG Portable 1RU Single Channel HD/SD Broadcast Graphics System	1	\$ 15,000.00	\$ 15,000.00	\$ 1,500.00				\$ 16,500.00
24		EEG 492 iCap Encoder IP-based Captioning Encoder	1	\$ 9,200.00	\$ 9,200.00	\$ 920.00				\$ 10,120.00
25		TVLogic LVM-170a 17" Full HD SD/HD/3G-SDI Multi-Format Monitor	1	\$ 1,994.75	\$ 1,994.75	\$ 199.48				\$ 2,194.23
26		TVLogic RMK-17A TVLogic Rack Mount Kit	1	\$ 131.30	\$ 131.30	\$ 13.13				\$ 144.43
27		AJA OG-X-FR OpenGear-Compatible 2RU Frame	1	\$ 1,463.49	\$ 1,463.49	\$ 146.35				\$ 1,609.84
28		AJA OG-2X4-SDI-DA OpenGear 3G-SDI Re-Clocking DA	2	\$ 555.50	\$ 1,111.00	\$ 111.10				\$ 1,222.10
29		BlackMagic Design CONVOPENGCAUDS Audio to SDI	2	\$ 494.99	\$ 989.98	\$ 99.00				\$ 1,088.98
30		BlackMagic Design CONVOPENGASA SDI to Analog Converter	1	\$ 495.00	\$ 495.00	\$ 49.50				\$ 544.50
31		BlackMagic Design CONVOPENGAAS Analog to SDI Converter	1	\$ 495.00	\$ 495.00	\$ 49.50				\$ 544.50
Sub-total Metro Cable Recommendations										\$ 51,101.73
MISCELLANEOUS (MISC.)										
32		CAD & Documentation Total	1	\$ 1,200.00	\$ 1,200.00	\$ 120.00				\$ 1,320.00
33		Control/DSP System Programming	1	\$ 5,000.00	\$ 5,000.00	\$ 500.00				\$ 5,500.00
34		Project Management	1	\$ 400.00	\$ 400.00	\$ 40.00				\$ 440.00
35		Shipping & Handling	1				\$ 1,435.91			\$ 1,435.91
36		Technical Services - Onsite Installation/Configuration	1					\$ 13,000.00		\$ 13,000.00
Sub-total Miscellaneous										\$ 21,695.91

Sub-Total:	\$ 184,900.30	\$ 18,490.03	\$ 1,435.91	\$ 13,000.00	\$ -	\$217,826.24
Sales Tax - Use Tax (8.25%) - Rate for Member Agency:						\$ 9,249.77
FY 2019-20 PEG FEE FUNDING REQUEST - GRAND TOTAL:						\$ 227,076.01

Signature [AGENCY CLERK OR IT MANAGER] *David McCoy Sr. IT Analyst*
 Date *5-17-19*
 Name & Title [AGENCY CLERK OR IT MANAGER] (ON OR BEFORE DUE DATE: Monday, April 22, 2019)

Please attach vendor quotes to include installation / warranty / & associated costs for each item requested above.

SACRAMENTO

May 23, 2019,

Sacramento Metropolitan Cable Television Commission
Robert Davidson, Executive Director
799 G Street, 4th Floor
Sacramento, CA 95814-1211

Re: **City of Sacramento – FY 2019-20 PEG Fee Funding Request,
City Hall Council Chambers Audio Video Presentation and Control Upgrade In Progress**

Dear Mr. Davidson:

The City of Sacramento is requesting **\$ 497,276.89** in FY 2019-20 PEG fee funding from the Sacramento Metropolitan Cable Television Commission.

Last year's, PEG 2018-19 funds are currently scheduled to be completed in July 2019. These upgrades will allow the City to finish updating our Council Chamber's outdated audio video analog presentation control system inside the City of Sacramento's Council Chambers. Our integrator, AVI-SPL, will be performing the work over our Summer recess over the month of late June and July. Since this time overlaps our PEG funding cycle, I am requesting the funding to finish the integration. As mentioned in last year's PEG request, the design and equipment were identified by AV consultant GME. The AV consultant's design was funded through PEG during 2017-2018. The City issued an RFP # P18071011005, and received a proposal for the procurement, and installation for the identified components. These updates are needed due to the age of the existing touch screens, older interfaces at the dais and podium, and to update our analog matrix video switcher for distributing our program video feeds to the dais, staff positions, and throughout City Hall.

Audio Video presentation system upgrade from 2018-19 - The upgrade of the Council Chamber presentation system, was originally estimated to cost \$387,107.97, however due to equipment model changes with Extron and other equipment manufacturers, our contract cost is now \$403,672.00. As mentioned above, the equipment was identified by AV consultant GME, who also provided a design which is the technical document of the City's RFP. The RFP # P18071011005 is included for reference. This upgrade will allow the city to replace all the touch screens in the dais, and staff positions. This is a replacement of our existing touch screens which were installed in 2005. The upgrades will also allow the city to upgrade all video and audio inputs from analog VGA and 1/8 in audio jack to modern digital interfaces such as HDMI and display port, as well as provide the ability for the public to display images using smartphones, and tablets. Citizens wanting to provide digital photos have on occasion been unable to present them due to the City's legacy interfaces at the podium. Audio upgrades include the digital signal processor audio amps that support the dais, podium, and staff positions. The current signal processors are now 14 years old and are no longer

supported. All of these upgrades will allow citizens to engage council using modern technology, such as smart devices, that use digital signaling, while also allowing council to control presentations using supported digital touch screens. AVI-SPL integrator, has provided a proposal for the presentation upgrade including installation, programing and calibration as designed by our AV Consultant. The City is requesting, \$403,672.22, in FY19-20 PEG funding to complete the much-needed modernization of the Council Chambers.

Metro Cable has also made several recommendations for our Council Chambers. These items include signal transcoders, updating our Character Generator to the latest Compix, our EEG Closed Captioning Encoders, and various other devices to help maintain our Council Chambers with the latest serviceable equipment. Some of the current broadcast equipment identified will be relocated to the Historic Hearing room in at our Historic Chambers. Our Historic Chambers is used to broadcast our Council Meetings in the event our primary chambers is non-operational. These upgrades with the broadcast equipment in the Council Chambers are estimated to cost, \$82,880.57.

The City will also need to upgrade our Media Control Room, inside our Council Chambers, with blackout curtains. These curtains are needed because the afternoon sun washes out the monitors in side the control room, which makes our ability to direct afternoon Council Meetings almost impossible. Our facilities staff have estimated the cost to change the window coverings and modify the window cavity for blackout curtains to be \$2,000. Our last item the city is requesting is the replacement of our Granicus Video Streaming Encoder Server. Our current encoder in our Council Chamber is end of life. A combined quote for Granicus encoders is attached. The quote is for an encoder for both Historic Hearing Room and City Hall Council Chambers. The cost of \$9000 is dived in half, \$4500, for each room.

FY 2019-20 PEG FEE Funding Needs:

The combined installation and commissioning of the video and audio presentation and control equipment, Public Address Systems, and project contingency total is noted below:

1. Video Presentation Equipment and Integration	\$381,107.71
2. Metro Cable Recommendations and integration	\$76,343.45
3. Media Control Room blackout curtains and Encoder	\$8,128.00
4. Taxes	\$25,829.54
5. 10% Contingency	<u>\$5,86819</u>
Grand Total	\$497,276.89

Project Scope:

Council Chambers

Install and integrate new Crestron Touch Screens at the dais and staff positions inside the Council Chambers. The Crestron Touch Screens will have multiple menus based on level of access and provide controls of presentation from the public, speaker queueing for council, and the ability to view both a presentation and the program feeds during council meetings, simultaneously. Additionally, we will have the AV contractor integrator install and calibrate the new audio digital signaling processing and amplification equipment for microphones, audio inputs, and audio speakers inside the Chambers.

Current equipment is over 13 years old and can only process analog signals. This would include replacing Extron knockouts at the staff positions with updated interfaces and models. City Facilities staff will also modify the window coverings in the Media Control room and install blackout curtains. The city will also replace our existing streaming encoder, Granicus. The current encoder is no longer supported.

Your consideration of the City's request for funding is appreciated. Should you have any questions, please contact Manuel Martinez, IT Supervisor, at (916) 808-8785, or Stephanie Mizuno, Council-Clerk Operations Manager, at (916) 808-7171.

Sincerely,

A handwritten signature in black ink, appearing to read 'Manuel Martinez', with a long horizontal flourish extending to the right.

Manuel Martinez
IT Supervisor
City of Sacramento

Enc. Member Agency PEG Fee Funding Request Form (FY 2019-20)
City of Sacramento, Council Chamber RFP # P18071011005
AVI SPL Contractor, Chamber Presentation Upgrades
Granicus

CC: Mindy Cuppy, City Clerk
Maria MacGunigal, CIO
Stephanie Mizuno, Council Operations Manager
Darin Arcolino, IT Manager

**MEMBER AGENCY: City of Sacramento
PEG FEE FUNDING REQUEST
FISCAL YEAR 2019-20**

Item #	Project Location	Equipment Description	Quantity	Unit Price	Total	10% Contingency	Shipping/ Handling	Installation	Warranty	TOTAL
MEMBER AGENCY: City of Sacramento										
COUNCIL CHAMBER (CC)										
1		Audio and Video Presentation control modifications: Equipment upgrades identified by AV consultant GME during 2017-2018 PEG listed and Revised 12/11/2018 in attached RFP 282859-3 (Valid date 2/10/2019).	1	\$253,592.08	253,592.08	\$2,535.92		\$13,000.00		\$269,128.00
2		AVI-SPL Integration Services	1		\$0.00	\$0.00		\$99,895.00		\$99,895.00
3		AVI-SPL Direct Cost	1		\$0.00	\$0.00		\$37.00		\$37.00
4		AVI-SPL General and Admin	1		\$0.00	\$0.00		\$7,445.44		\$7,445.44
5		AVI-SPL Maintenance Services	1		\$0.00	\$0.00		\$7,138.19		\$7,138.19
		Shipping / Warranty / Install								\$0.00
		Sub-total - Council Chamber Request								\$383,643.63
CONTROL ROOM (CR)										
6		Granicus Encoder	1	\$3,500.00	\$3,500.00	\$350.00	\$125.00	\$875.00		\$4,850.00
7		Black Out Curtains Room Modifications	1	\$3,628.00	\$3,628.00	\$362.80				\$3,990.80
		Shipping / Warranty / Install								\$0.00
		Sub-total - Control Room Request								\$8,840.80
METRO CABLE RECOMMENDATIONS (IF ANY)										
8		EEG 492 iCap Encoder IP based Captioning Encoder	1	\$9,200.00	\$9,200.00	\$920.00				\$9,292.00
9		Wohler Audio Monitor AMP1-2SDA 2-Channel Stereo Monitor	1	\$1,560.00	\$1,560.00	\$156.00				\$1,716.00
10		Monitor for CG, NEC C551	1	\$1,469.00	\$1,469.00	\$146.90				\$1,615.90
11		TVLogic Monitors, LVM170A	1	\$1,975.00	\$1,975.00	\$197.50				\$2,172.50
12		TVLogic Monitors, RKM-290A	2	\$3,914.10	\$7,828.20	\$782.82				\$8,611.02
13		TVLogic Monitors, RKM-443A	1	\$4,135.50	\$4,135.50	\$413.55				\$4,549.05
14		AJA OG-X-FR Open gear frame	1	\$2,108.00	\$2,108.00	\$210.80				\$2,318.80
15		AJA OG-1x9-SDI-DA	2	\$495.00	\$990.00	\$99.00				\$1,089.00
16		Blackmagic Designs OpenGear Sync Gen	1	\$495.00	\$495.00	\$49.50				\$544.50
17		Blackmagic Designs OpenGear Audio to SDI, audio embedder	2	\$495.00	\$990.00	\$99.00				\$1,089.00
18		Blackmagic Designs SDI to Analog Converter	1	\$495.00	\$495.00	\$49.50				\$544.50
19		Ensemble Designs, BrightEye 72, SDI to HDMI	2	\$617.50	\$1,235.00	\$123.50				\$1,358.50
20		Mackie, Audio Mixer, 4 channel	1	\$99.00	\$99.00	\$9.90				\$108.90
21		Denon DN-300ZB, Audio Recorder	1	\$399.00	\$399.00	\$39.90				\$438.90
		Sub-total Metro Cable Recommendations								\$35,448.57
MISCELLANEOUS (MISC.)										
22		APC, SMT2200RM2UC	1	\$907.00	\$907.00	\$90.70				\$997.70
23					\$0.00	\$0.00				\$0.00
24		Furman, Power Sequencer	1	\$589.00	\$589.00	\$58.90				\$647.90
25		VMI Installation and integration services	1					\$41,868.75		\$41,868.75
26	Sub total Misc									\$43,514.35
Sub-Total:					\$295,194.78	\$5,868.19	\$125.00	\$170,259.38	\$0.00	\$471,447.35
Sales Tax - Use Tax (8.25%) - Rate for Member Agency:										\$25,829.54
FY 2019-20 PEG FEE FUNDING REQUEST - GRAND TOTAL:										\$497,276.89

Signature [AGENCY CLERK OR IT MANAGER]

Date

[ON OR BEFORE DUE DATE: Monday, April 22, 2019]

Name & Title [AGENCY CLERK OR IT MANAGER]

Please attach vendor quotes to include installation / warranty / & associated costs for each item requested above.

May 23, 2019,

Sacramento Metropolitan Cable Television Commission
Robert Davidson, Executive Director
799 G Street, 4th Floor
Sacramento, CA 95814-1211

Re: **City of Sacramento – FY 2019-20 PEG Fee Funding Request,
Historic Hearing Room Audio Video Upgrade**

Dear Mr. Davidson:

The City of Sacramento is requesting an additional **\$48,426.66** in FY 2019-20 PEG fee funding from the Sacramento Metropolitan Cable Television Commission.

The City of Sacramento is also requesting \$49,500.83 for upgrades to our Historic Hearing Room, HHR, as part of our PEG request for FY 2019-2020. The Historic Hearing Room is where the city will broadcast Council Meetings while our chamber is being upgraded, and in the event the Council Chambers is non-operational. The City's HHR, has been used in the past for Council Meetings however Metro Cable, along with the City, have identified several components that need to be upgraded which will provide the city the ability to broadcast from the Hearing Room. These hardware upgrades are estimated the cost \$48,426.66. The audio video equipment upgrades range from replacing our Character Generator to the Metro Cable standard Compix, from our City Hall Control Room, replacing the Video Switcher, adding a solid-state Video Recorder, and adding a Granicus Streaming Server. After these upgrades are installed and operational, the city will have the ability to broadcast future Council Chamber meetings from our Historic Chambers.

FY 2019-20 PEG FEE Funding Needs:

The combined installation and commissioning of the video and audio equipment in the Historic Hearing Room project and contingency total is noted below:

1. Historic Hearing Room Chambers	\$41,070.50
2. Freight	\$
3. Taxes	\$3,349.11
4. 10% Contingency	<u>\$4,007.05</u>
Grand Total	\$48,426.66

Project Scope:

Historic Hearing Room, Council Chambers

Our Historic Hearing Room, will need to be upgraded in order to have the ability to broadcast future council chamber meetings. This may occur during upgrades of our current chambers. With the help of Metro Cable, we have identified several key components that will need to be replaced. Some components will be from our existing City Hall Control Room, and will be repurposed, while others will be new as identified in the spreadsheet. These components include the current Character Generator, CG. Metro Cable's standard CG is Compix and our current CG is a Broadcast Pix, which is no longer supported. The scope of the upgrades includes, installing and integrating Closed Captioning encoder, Video Production Switcher, Video Recorders, and additional distribution amplifiers and signal converters. All components have been identified by Metro Cable and City Staff and will need to be replaced. The City will also need a video streaming encoder from Granicus. A quote for the Granicus hardware for both Historic Hearing Room and City Hall Council Chambers, is attached. Cost for the new hardware and service will be divided between both meeting rooms. The Granicus hardware will enable us to stream City Council Chamber Meetings from our Historic Hearing Room.

Your consideration of the City's request for funding is appreciated. Should you have any questions, please contact Manuel Martinez, IT Supervisor, at (916) 808-8785, or Stephanie Mizuno, Council-Clerk Operations Manager, at (916) 808-7171.

Sincerely,



Manuel Martinez
IT Supervisor
City of Sacramento

Enc. Member Agency PEG Fee Funding Request Form (FY 2019-20)

B&H Photo

Adorama

CC: Mindy Cuppy, City Clerk
Maria MacGunigal, CIO



Stephanie Mizuno, Council Operations Manager
Darin Arcolino, IT Manager

METRO CABLE RECOMMENDATIONS FOR SACRAMENTO CITY
PEG FEE FUNDING REQUEST - FISCAL YEAR 2019-20

Item #	Project Location	Equipment Description	Quantity	Unit Price	Total	10% Contingency	Shipping/ Handling	Installation	Warranty	TOTAL
Historic Hearing Room Control Room Equipment										
1		For.A HVS-100 Switcher (with controller)	1	\$9,900.00	\$9,900.00	\$990.00				\$10,890.00
2		HVS-100DI-A HD/SD Input Card	1	\$1,895.25	\$1,895.25	\$189.53				\$2,084.78
3		HVS-100DO HD/SD output Card	1	\$1,895.25	\$1,895.25	\$189.53				\$2,084.78
4		Compix CG; CompactCG, Portable 1RU Single Channel HD/SD Graphics System	1	\$15,000.00	\$15,000.00	\$1,500.00				\$16,500.00
5		AJA Ki Pro Ultra Plus	1	\$3,995.00	\$3,995.00	\$399.50				\$4,394.50
6		AJA Pak 2TB SSD Module	2	\$1,795.00	\$3,590.00	\$359.00				\$3,949.00
7		AJA Pak Dock for Ki Pro Quad Pak SSDs	1	\$295.00	\$295.00	\$29.50				\$324.50
8					\$0.00	\$0.00				\$0.00
Sub total										\$40,227.55
9		Granicus Encoder	1	\$3,500.00	\$3,500.00	\$350.00				\$3,850.00
10		Granicus Appliance Hardware-Setup and Coding						\$875.00		\$875.00
11		Granicus US shipping Charge C					\$125.00			\$125.00
12										\$0.00
13										\$0.00
Sub total										\$4,850.00
14										\$0.00
15										\$0.00
16										\$0.00
17										\$0.00
Sub-Total:					\$40,070.50	\$4,007.05	\$125.00	\$875.00		\$45,077.55
Sales Tax - Use Tax Rate for Sacramento (8.75%):										\$3,349.11
FY 2019-20 PEG FEE FUNDING REQUEST - GRAND TOTAL:										\$48,426.66

Signature Manoel Martinez
 Name & Title IT Supervisor

May 28, 2019

Date

Please attach vendor quotes to include installation / warranty / associated costs for each item requested above.

SACRAMENTO COUNTY

Clerk of the Board
Florence H. Evans



Board of Supervisors

Phil Serna – District 1
Patrick Kennedy – District 2
Susan Peters – District 3
Sue Frost – District 4
Don Nottoli – District 5

County of Sacramento

May 28, 2019

Robert A. Davison, Executive Director
Metropolitan Cable Television Commission
799 G Street, 4th Floor
Sacramento, CA 95814-1212

Subject: Consideration of Fiscal Year 2019-20 Public, Education and Government (PEG) Fee Funding Application for Enhanced Metro Cable 14 Broadcast Equipment, PEG Facilities Technology and Americans with Disabilities Act (ADA) Upgrades

Dear Mr. Davison,

In response to your letter dated March 21, 2019 and on behalf of Sacramento County, please find attached the request for Fiscal Year 2019-20 Public, Education, and Government (PEG) grant funding.

Sacramento County is a member agency and has applied for and received PEG funding in prior years that was used toward Board Chambers equipment improvements, Americans with Disabilities Act (ADA) equipment upgrades, broadcast functionality in two Hearing rooms, and broadcast internet streaming options. Continued use of PEG funding will allow for enhancements to existing equipment and systems previously purchased with PEG funding and for purchase of new technology. The current needs and recommended solutions are as follows:

New and replacement cameras in the chambers is needed to provide better quality meeting production, streaming to the public, and visibility of areas not currently accessible with the current camera equipment.

New LED video wall equipment in the chambers will replace deprecated equipment which has reached the end of useful life. This will ensure continuity of functionality of the video wall, which is comprised of multiple panels, to project meeting information during public meetings.

Live streaming audio equipment is needed for additional means to stream audio feed for public meetings with podcast services as a repository for historical audio recordings. This will increase the quality of audio recordings and public access to historical recordings.

Current microphone equipment used inside the chambers is in need of replacement. The new microphones include extended length, are more sensitive to sound and will produce better sound quality in the chambers and in the audio recordings.

Software enhancements are needed for the electronic public speaker request system providing the public with alternate methods, including improved ADA functionality, to submit electronic speaker requests.

Clerk staff assists the clerk and the public during meetings that are held inside the chambers. Services include performing administrative tasks, assisting the public with general questions and needs, and submitting electronic requests to address the board regarding agenda items and other matters. A table and chair are needed for staff to place computer equipment, material and other ancillary items that are used to provide services during a meeting.

Renewal costs for the annual printing leases and mandated open captioning services are included in this request to continue providing ADA services and making photocopies and printing material inside the chambers during public meetings.

There is a need for projection equipment and a laptop to use at offsite public meeting locations where AV equipment is currently unavailable in addition to iPads that are used to access agendas and material through the Agenda-To-Go portal. Desktop and Android interfaces are no longer supported in the upgraded Agenda-To-Go portal and only an iPad supported platform provides access to the agenda and associated material through the portal.

A request for reimbursement is included for purchases that were incurred in Fiscal Year 2018-19 for replacement of the Cross Converter HDMI used to convert video to high definition and new DVR used to create video files of recorded meetings.

Also, the projected roll over costs from Fiscal Year 2018-19 PEG approved funds for the purchase of an agenda management system is included due to service delivery delays which will prevent payment of the final invoice prior to the end of the current fiscal year. The agenda management technology currently being implemented is a critical component to the public engagement process allowing members of the public access to the agenda, material, video and minutes for current and historical public meetings through a web portal and live stream meetings.

There is an ongoing need to enhance and maintain existing equipment used to facilitate public participation in public meetings held in PEG access facilities and the estimated total of \$407,799.75 includes the costs of the project and labor for the Department of Technology (DTech), AVI-SPL and Hyland with a ten percent contingency. A list of items are as following:

Item No.	Item	Item No.	Item
1	Camera Upgrade and Add On (29940 labor/480 labor)	11	Clerk Staff Table and Chair in Board Chambers
2	Podcast and Live Audio Steaming	12	Annual Lease - Copier
3	Microphones	13	Metro Cable Open Captioning - Clone Option for HD4XX Encoders
4	LED Video Wall	14	Community Planning Advisory Committee Meeting Laptop - HP - EliteDesk 840 G5
5	Live Streaming Meetings	15	Roll Over from PEG 2018/19 - OnBase Agenda Management System Upgrade
6	Audio Enhancements	16	Reimbursement - Cross Converter HDMI/SDI (component of DVR, 17-18 PEG purchase)
7	Projection Support	17	Reimbursement - New DVR malfunction (17-18 PEG purchase) Repaired 11/2/18 and 1/8/19
8	Chamber Security Cameras	18	DTech Labor - ECMSS - Various Projects
9	Request to Speak Equipment		
10	iPad Clerks to use for Agenda To Go		

If you have any questions regarding the request, please contact me at (916) 874-8150 or by email at evansf@saccounty.net.

Respectfully,


 Florence Evans
 Clerk of the Board

Attachments:
 PEG Fee Funding Request Form Fiscal Year 2019-20
 Project Quotes

cc: Navdeep S. Gill, County Executive
 David Villanueva, Chief Deputy County Executive
 Britt Ferguson, Chief Fiscal Officer

**MEMBER AGENCY
PEG FEE FUNDING REQUEST FORM
FISCAL YEAR 2019-20**

Item #	Project Location	Equipment Description	Quantity	Unit Price	Total	10% Contingency	Shipping/ Handling	Installation	Warranty	TOTAL
MEMBER AGENCY: Clerk of the Board										
CONTROL ROOM										
1	Chambers	Camera Upgrade and Add On (29940 labor/480 labor) Cost correction - See Quote 1 Supplemental (COB)	1	\$ 93,656.24	\$ 93,656.24	\$ 9,365.62		\$ 30,454.36	\$ 4,211.47	\$ 137,687.69
2	Public	Podcast and Live Audio Streaming	1	\$ 2,147.88	\$ 2,147.88	\$ 214.79				\$ 2,362.67
3	Chambers	Microphones (AVI SPL Q-00054189 & Q-00055604) Cost correction for S&H (MCC)	1	\$ 2,444.00	\$ 2,444.00	\$ 244.40	\$ 148.00			\$ 2,836.40
4	Chambers	LED Video Wall (D3 SQ #8712, Effective Date 2/7/2019) Cost correction (MCC)	1	\$ 105,760.46	\$ 105,760.46	\$ 10,576.05		\$ 6,900.00		\$ 123,236.51
5	Public	Live Streaming Meetings	1	\$ 35,413.00	\$ 35,413.00	\$ 3,541.30				\$ 38,954.30
6	Public	Audio Enhancements	1	\$ 11,014.98	\$ 11,014.98	\$ 1,101.50				\$ 12,116.48
7	Public	Projection Support	1	\$ 6,284.00	\$ 6,284.00	\$ 628.40				\$ 6,912.40
8	Chambers	Chamber Security Cameras	1	\$ 7,980.00	\$ 7,980.00	\$ 798.00		\$ 1,200.00		\$ 9,978.00
9	Chambers	Request to Speak Equipment Moved non-taxable e-waste fee to Installation column (COB)	1	\$ 1,874.10	\$ 1,874.10	\$ 187.41		\$ 5.00		\$ 2,066.51
10	Public	iPad Clerks to use for Agenda To Go Cost Correction (MCC)	1	\$ 1,096.45	\$ 1,096.45	\$ 109.65			\$ 85.71	\$ 1,291.81
11	Chambers	Clerk Staff Table and Chair in Board Chambers Cost Correction (MCC)	1	\$ 1,850.00	\$ 1,850.00	\$ 185.00				\$ 2,035.00
12	Chambers	Annual Lease - Copier	1	\$ 1,848.00	\$ 1,848.00	\$ 184.80				\$ 2,032.80
13	Chambers	Metro Cable Open Captioning - Clone Option for HD4XX Encoders	1	\$ 210.00	\$ 210.00	\$ 21.00				\$ 231.00
14	Public	Community Planning Advisory Committee Meeting Laptop - HP - EliteDesk 840 G5 (ANSQ97328, Dated 2/21/2019) (moved non-taxable e-waste fee to Installation column)	2	\$ 1,434.38	\$ 2,868.76	\$ 286.88		\$ 10.00		\$ 3,165.64
15	Public	Hyland OnBase Agenda Management System (FY 17/18 PEG Project Final Invoice) Will need final invoice from Hyland for remaining amount - \$31,905 (\$82,000 - \$50,095) (COB added back to request. Project completion expected in early FY 2019/20)	1	\$ 31,905.00	\$ 31,905.00	\$ -				\$ 31,905.00
16	Hearing Room 2	Reimbursement - Cross Converter HDMI/SDI (replacement component for DVR purchased in FY 17/18 PEG Project) - Approved FY 17/18 Funding remaining for DVD Project is \$253.36 (\$19,902 - \$19,648.64) (MCC)	1	\$ 253.36	\$ -	\$ -				\$ 253.36
17	Hearing Room 2	Reimbursement - Accrued DVR Malfunction Service Call Fees (FY 17/18 PEG Purchase) (Item exceeds approved funding granted in FY 17/18 for DVR Project) (MCC)	1	\$ -	\$ -	\$ -				\$ -
MISCELLANEOUS										
18		DTech Labor for Various Projects (Item # 1, 3, 4, 5, 8, 9, 10, and 11. See Page 2 of Quote # 18)	1		\$ -	\$ -		\$ 6,720.00		\$ 6,720.00
Sub-Total:					\$ 306,352.87	\$ 27,444.79	\$ 148.00	\$ 45,289.36	\$ 4,297.18	\$ 383,785.56
Sales Tax - Use Tax Rate for Member Agency: 8.75%						\$ 24,014.19				
FY 2018-19 PEG FEE FUNDING REQUEST - GRAND TOTAL:										\$407,799.75


Signature

5/24/19
Date

Florence Evans, Clerk of the Board
Name & Title

Please attach vendor quotes to include installation / warranty / associated costs for each item requested above.

ATTACHMENTS 19-22

**FISCAL YEAR 2019-20
OPERATIONS & PEG FEE
FUNDING REQUESTS

(CHANNEL LICENSEES)**

ACCESS SAC

Gary Martin, *Executive Director*

May 29, 2019

BOARD OF DIRECTORS

Don Henkle, *Chair*
Bob Smith, *Vice-Chair*
Van Gordon, *Secretary*
Robert Morin, *Chief Financial Officer & Treasurer*
Edward Fletcher, *Programming Committee Chair*
Laura Chick
Kim Mims
Judi Price
Ted Tenedoro
Alex Vasquez
Simone Vianna

Projects

Hometown TV Grant
Hometown Sports Game of the Week
KUBU 96.5 FM
"The Voice of Sacramento"
Neighborhood News Bureaus
Live Wire!
Living in the West
Listen Up, Sacramento!
A Place Called Sacramento
Film Festival

HOURS OF OPERATION

(Subject to Change)

OFFICE
Monday - Friday
9am - 12:30pm, 1:30pm - 6pm

PRODUCTION
Monday - Thursday
12 Noon - 9pm

Saturday
12 Noon - 9pm

MEDIA LAB
Monday & Thursday
12 Noon - 8:45pm

Tuesday & Wednesday
9am - 6pm

To: Robert A. Davison, Executive Director
Sacramento Metropolitan Cable Television Commission

From: Gary Martin, Executive Director
Access Sacramento

Subject: 2019-20 SMCTC Operational & PEG Equipment & Facilities Revised Funding Request

Access Sacramento submits the attached Funding Request for fiscal year 2019-20. Based on the requested process, this submission includes three components: Operational Funds from the SMCTC's General Fund and both a Base Equipment and One-Time Equipment request from the PEG Equipment/Facilities Fund.

This proposal asks for several specific permanent increases in the Operational Base, including a Cost of Living Allowance (COLA) increase and funding for the state required increase in the minimum wage and associated payroll impacts as covered by SMCTC policy. The 2.4% COLA and additional 1.08% taxes and fees rate is provided following our meeting yesterday.

The proposal also requests a permanent increase in the PEG Base amount according to the COLA Policy with a continuation of building rent line item increase consistent with last year.

This year's one-time funding requests will complete Access Sacramento's move into a fully digital and high-definition production workflow, expands audio cablecasting with conversion of space to a phone call-in and production center, and improves a variety of other TV studio and digital lab services, thereby enhancing the overall viewing and listening experiences for all Sacramento County residents.

2019-20 General Fund Total (with 3.48 COLA)	\$648,091.72
2019-20 PEG Base (with 2.4% COLA)	\$102,841.34
2019-20 PEG One-Time Equipment	\$374,933.08
GRAND TOTAL	\$1,125,866.14

Sincerely,



Gary Martin
Executive Director

2019-20 Budget Request Detail

Access Sacramento's Board of Directors, staff and members thank the Sacramento Metropolitan Cable Television Commission for its on-going support for Free Speech and the community voice in Sacramento County with funding from the SMCTC General Fund and PEG Fund for Capital Outlay.

This budget supports more than 500 member volunteers who provide original cablecast radio and television programming all about Sacramento County; its events, festivals, workshops, training sessions, and sporting events that capture life in our area like no other channels can.

In support of that mission, Access Sacramento's Board of Directors has heard the call for our foundation to do more fundraising and to further increase our capacity to sustain our mission. To that end, Access Sacramento has successfully sold-out our Film Festival, and expanded our "Power of Voice" award to include a fund-raising gala dinner. Our membership overall is up more than 18% compared to a year ago—recognizing that growth is based on an annual fee of just \$30. In acknowledgement that our fees had not increased since 2001, the board did implement a new fee structure doubling the annual fee.

In the area of unrestricted non-capital outlay expenses, most of Access Sacramento's budget is used for payroll and benefits. A significant part of the money is spent on part-time on-call staff, many of whom make at or near minimum wage. There are six fulltime employees, four additional permanent part-time employees, and more than 20 temporary production staff for radio and TV.

It is only through the generous support of the Cable Commission that our free speech mission, documenting the diversity and culture of our area, is made possible.

The following budget detail and requests take into account current decisions by the cable commission and hopes to reflect both the commission's intent and spirit in supporting Sacramento County residents with free speech and culturally diverse programming.

GENERAL FUND – OPERATIONAL BASE

Access Sacramento requests renewal of its Operational Base funding as provided in 2018-19, \$626,297, with an augmentation request based on the Cost of Living Allowance policy originally created in 2016 and modified in December, 2017.

Cost of Living Adjustment, Minimum Wage and Payroll Expenses

Cost of Living

Access Sacramento is grateful to the Cable Commission for providing a Cost of Living Allowance (COLA) increase in each of the last five years. The commission in 2016 also adopted a new policy for managing cost-of-living for the channel licensees, linking the COLA percentage increase in future budget years to the approved COLA offered by the Sacramento County Board of Supervisors to its employees.

In December, 2017, the commission revised its policy to include a formula funding the significant cost for licensees in meeting the state and locally adopted minimum wage increases, and for covering the cost of federal and state fees paid by the licensees when COLA increases are implemented.

This 2019-20 revised SMCTC grant application is prepared following the adoption of a 2.4% COLA rate by the Sacramento County Board of Supervisors for county employees. Historically, that rate has been linked to the area's Consumer Price Index (CPI) rate. Depending on which government websites is used, and which spot-check of the CPI rate is used, the last 24 months during 2017-19, the CPI increase has ranged from 1.52% to 2.87%.* Access Sacramento's request, a rate percentage increase of 2.4% follows the rate announced by the SMCTC Executive Director.

*Website References:

<https://tradingeconomics.com/united-states/consumer-price-index-cpi/forecast>

<https://data.oecd.org/price/inflation-cpi.htm#indicator-chart>

<https://www.statista.com/statistics/244993/projected-consumer-price-index-in-the-united-states/>

Minimum Wage Increase & Payroll Taxes & Fees Support

In both 2016 and 2017, the SMCTC agreed to provide supporting funding for the minimum wage increases based on a request by Access Sacramento. Those increases were processed by adding the requested amount to the general COLA funding as a percentage increase, and subsequently the support was extended to all of the channel licensees.

The current minimum wage for employers with 26 employees or more is \$12.00/hour and this rate will increase to \$13.00/hour on January 1, 2020. Additional \$1.00/hour increases are also planned for January 1 of 2021 and 2022 when the minimum wage will reach \$15.00/hour.

Based on SMCTC policy approved in December, 2017, the commission voted to accept a formula for handling future minimum wage and payroll tax needs.

A summary of actual minimum wage hours for calendar year 2018 shows 6,233.75 hours paid.

Summary

Based on these factors, Access Sacramento requests 1) SMCTC fund a COLA per its policy, authorized at 2.4%, and 2) an additional funding for the combined request for minimum wage and payroll support created by implementing the COLA. This yields an additional funding boost based on policy formula of \$6,766, which computes into an additional COLA increase of 1.08%.

Request:

Status Quo 2018-19	\$626,297.00
Authorized 2.4% COLA	\$15,031.00
Authorized 1.08% Min Wage/Taxes/Fees	\$6,766.00

Grand Total	\$648,092.00
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Total COLA: 3.48%

PEG FEE FUND – PEG Equipment / Facilities Base

Historical Background

Prior to 2008 when the DIVCA funding structure was created, all approved equipment requests were funded through General Fund franchise fees. Beginning in 2008, Access Sacramento began receiving \$31,000 per year for three years as a base amount to pay for rent and basic equipment expenses. After a year of research, the SMCTC agreed in 2011 to shift funding to the PEG Fund in part to provide a base of \$79,000 for facilities and a consistent level of basic support for PEG equipment-related expenditures. A variety of Cost of Living increases and other structural support during the last five years has reset the base for 2018-19 to \$100,431.

Cost of Living

Access Sacramento requests implementation of the approved COLA policy for the BASE PEG grant at 2.4% (at the rate also approved by the SMCTC Executive Director for the General Fund operations increase.)

2.4% Cost of Living increase (or rate to be established)

<u>Request:</u>	\$2,410.00
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Renewal Coloma Community Center Rent Increase

<u>Request:</u>	\$11,716.00
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At the request of the City of Sacramento in 2012, Access Sacramento agreed to support the historic Coloma Community Center by increasing our rent by \$6,750

annually to occupy additional office space after the City of Sacramento's IT/Engineering Department moved to another facility.

Three years ago, SMCTC agreed to boost Access Sacramento's base PEG allocation on a one-time basis to cover the increased rent cost of \$6,750 that Access Sacramento had absorbed since 2012. Access Sacramento, had absorbed the cost of the rental increase by the City of Sacramento, into the PEG base funding while SMCTC was following a three-year status quo budget offering. SMCTC renewed its support of the rental increase for 2015-16 and 2016-17. During fiscal year 2017-18, Access Sacramento received a new lease from the City of Sacramento that implemented a rate-per-square foot increase from \$1.10 per square foot to \$1.20 per square foot increasing the monthly rent from \$4,561.70 per month to \$4,976.40 per month. Annualized, this is an overall increase of \$4976.40 above the original \$6,750 being paid annually to the City of Sacramento.

Access Sacramento respectfully asks for a total rent allocation adjustment of \$11,716.00 for payment to the City of Sacramento in order to maintain the overall SMCTC base support for rent, security and basic production equipment costs consistent with past practice.

PEG FEE FUND – One-Time PEG Equipment

Access Sacramento is grateful for the additional one-time support above the PEG Base for a variety of projects since the PEG Base was originally created in 2005. This support has funded a large-scale upgrade to high-definition production over the last three years including the purchase of a HD remote broadcast truck and significant improvements in our Master Control Playback Automation, TV Studio and an I.T. Network backbone.

2019-20 One-Time Requests

Access Sacramento is extremely grateful for the support for our high definition expansion. These improvements mimic similar changes completed in previous years for HD conversion and infrastructure for other channel licensees. Our 2019-20 requests support the commission's intention to further improve the overall quality of the licensee's broadcasts while also improving the overall digital footprint of PEG channels into the Internet and social media.

We recognize the annual PEG dollars received by the SMCTC are limited, but with this year's requests, our conversion to both digital video and audio will essentially be complete. We look forward to an opportunity to meet with the cable commission staff to discuss our progress in meeting these goals and respect the extensive work that is needed in developing, modifying and checking the grant applications like this that arrive from all the licensees.

Specific Vendor-Related Pricing Support Material is attached in Appendix B.
PEG FEE Fund One-Time Equipment Requests

#	Name	Amount
1	Cablecast Radio "The Voice of Sacramento"	\$93,978.97
2	Coloma TV Studio	\$100,971.09
3	Coloma Checkout Equipment	\$18,330.68
4	Coloma Office Copier/Fax/Scanner	\$3,962.04
5	NNB Video Server & Ingest	\$40,781.25
6	Office Equipment	414.33
7	Office Software	\$5,619.53
8	Digital Media Lab Production Software	\$9,035.00
9	NNB Server Storage and Playback	\$39,150.00
10	Live U Bonded Cellular Remote Transmission/Server	\$19,485.00
11	Cloud Storage	\$12,886.88
12	IT Network Expansion	\$12,982.07
13	Master Control Automation	\$5,623.25

Non-PEG Base, One-Time Equipment Grand Total \$363,217.08

Cablecast Radio "The Voice of Sacramento" [Page 5, Item 1]

Request: \$93,975.97

This year's audio requests support for expanded content creation for "The Voice of Sacramento" on the cablecast audio behind the TV bulletin boards of Channels 17 & 18 and 24-hours a day on the channel 17 & 18 Secondary Audio Program (SAP) for Comcast and Consolidated Communications. This request includes the outfitting and return of Radio Studio 3 space back to its original 1986 purpose – Community Radio over cable. With the growth of member's interest in the audio service, this room becomes an expanded production studio for members to record shows for the

automation. A computer to be placed in the room will act as a back up automation system for radio playback. There is also a significant design element to this space that meets a need to provide better capacity for members and staff for compliance with the American Disabilities Act.

There is also new audio test equipment for use by engineers in radio & television. Equipment that supports live radio broadcasts from the field and the automation software that keeps the service providing 24 hour playback.

The following items are entirely in support of the members and staff use in creating and distribution of content on Channels 17 and 18 or on the SAP. No PEG money is spent for distribution online nor over the air on a transmitter.

Radio The Voice

Radio 1 - Studio 3 Expansion & Equipment	\$ 73,815.64
Radio 2 -Radio Computers & iPad	\$ 7,041.11
Radio 3 - NTI Audio Analyzer	\$ 6,403.00
Radio 4 - Remote Equipment	\$ 4,896.22
Radio 6 - Studio 1 Remodel & Lights	\$ 620.00
Radio 8 - BSI Automation Software	\$ 1,200.00
Sales Tax already included	

Subtotal

\$ 93,975.97

Coloma TV Studio [Page 5, Item 2]

Request: \$100,971.09

Access Sacramento Production TV studio has had high definition (wide-screen) cameras for nearly 10 years (although they always had been scaled back to Standard Definition until two years ago.) Those cameras, however, have been based in analog cables and technology and with 10-year-old ½" image chips The main request for the TV studio is to complete our digital conversion by adding contemporary HD cameras, with the appropriate cabling, power supplies, tally lights, and internal teleprompter capacity. Existing tripods and teleprompter gear will compliant with this upgrade.

Rolling Projector Stand	\$ 1,631.00
Sales Tax	\$ 142.71
HD Studio Camera Full Digital Fiber Conversion	\$ 95,130.00
Sales Tax for production discounted 0.0375	\$ 3,567.38
Shipping (estimated)	\$ 500.00

Subtotal

\$ 100,971.09

Coloma Checkout Equipment [Page 5, Item 3]

Request: \$18,330.68

Access Sacramento's focus on helping members create higher quality programs continues with the desire to purchase equipment that will mimic our members' own phone, iPad or notebook technology. Six Do it Yourself Field production kits will allow members to have smaller cameras, image stabilization and higher quality audio for the creation of channel content. We will also explore the legal and safe entry into drone photography using FAA required specifications. Only licensed staff initially will be able to operate this equipment until rules are in place to support members.

Coloma Checkout Equipment

Production Office Editing Laptop	\$	1,449.98
2 light Kit	\$	3,296.88
Do It Yourself Field Production Kits	\$	4,473.96
Drone/Camera/Licensing	\$	7,589.00
Sales Tax	\$	1,470.86
Shipping	\$	50.00
Subtotal		\$ 18,330.68

Coloma Office Copier/Fax/Scanner [Page 5, Item 4]

Request: \$3,962.04

This is a renewal of our leased Ricoh copiers in the main office and the executive office previously supported by SMCTC. A renegotiation of the contract reduced the cost and also expands the capacity of this system.

Coloma Office Copier

XEROX Copier Rental from Leaf	\$	3,962.04
Subtotal		\$ 3,962.04

Neighborhood News Bureau AccessLocal.TV Video Ingest / Cloud Transcoding [Page 5, Item 5]

Request: \$40,781.25

This project is a hardware and software system providing content delivery to Channels 17 & 18. Access Sacramento can report its Access Remote Digital Transfer remote desktop video delivery system allows series providers to upload their

content directly for cable broadcast in our automation. The system allows members to log in from their home computers to safely submit new programming to the cable channels by transferring and then transcoding the video in the cloud into a perfected file that can air without additional processing. Currently, more than 80 programs each month are made cable ready by using this system, which benefits members across Sacramento County by eliminating distance barriers. They can use this hardware and software delivery system to provide content without driving to the Coloma Community Center. This proprietary system, created especially for Access Sacramento members, accepts most formats for video delivery, transcoding in the Cloud and downloading back to Access Sacramento in the format required by the playback system that feeds the two cable channels. Instead of driving to Access Sacramento, discovering their file does not work, then going home to change the file and drive back, members in Folsom, Citrus Heights, Galt, Elk Grove, Rancho Cordova and the unincorporated areas of Sacramento can increase productivity and content production with this remote transfer system. E-mails are automatically generated tracking this Cloud based work so both members and staff know once the submitted programming has been received and is ready for airing on one of the two cable channels.

Included is the video and audio podcast delivery system which supports our youth journalism training program in partnership with a \$25,000 annual grant from The California Endowment's Building Healthy Communities program and our full member use.

The vendor's proposal is based on an Amazon Web Services (AWS) virtual production server in the cloud providing automatic back-up, transcoding and support for the video, audio and content delivery.

Office Equipment [Page 5, Item 6]

Request: \$414.33

This is a renewal of the line item from last year that equips the main office with its Comcast and Consolidated Communications cable connectivity for monitoring the our two channels. A small camera is also provided in support of membership services.

Office Equipment

Office Outreach Camera	\$	380.99	
Sales Tax on above	\$	33.34	
Subtotal			\$ 414.33

Office Software [Page 5, Item 7]

Request: \$5,619.53

This item includes renewal of our membership, reservation and inventory control software contract, Automation Log In software, FireSpring Website and e-mail system, and remote credit card system . This also includes improved remote log in capacity for accessing the automation system remotely, a necessity for managing the automation remotely after a live event concludes after normal business hours when the ending time is unknown. It also provides for the security of our web connected systems, including the automation's video streaming service.

Office Software

Rue Share Management System	\$ 3,625.00
App QR Code Software	\$ 170.53
Team Viewer Software	\$ 1,764.00
Domain Registration	\$ 60.00

Subtotal**\$ 5,619.53**

Digital Media Lab Software & Equipment [Page 5, Item 8]

Request: \$9,035

This request renews and expands the annual cost of production software licenses from Adobe's Creative Cloud, as the rollout of the digital media lab grade paid for in the last funding cycle progresses.

Digital Media Lab

Adobe Creative Cloud (10 renewals/ 20 new)	\$ 8,700.00
Adobe Acrobat	\$ 335.00

Subtotal**\$ 9,035.00**

NNB Servers & Cloud Management [Page 5, Item 9]

Request: \$39,150

This request supports the management for existing internal servers, a test cloud-based content delivery servers and the operating system including its hardware and content storage specifically to handle both the internet based video collection, podcasts, and other web based media that plays of Channels 17 & 18. Besides the

individual video playback, many of these videos are aggregated into half-hour youth based news programs on the cable channel.

NNB Development Server & Cloud

Hub & Spoke Internal Storage Ingest App	\$ 28,200.00	
Video Ingest & Archiving Server Memory & Maintenance	\$ 7,800.00	
Sales Tax	\$ 3,150.00	
Subtotal		\$ 39,150.00

Live U Bonded Cellular Remote Transmission/Server [Page 5, Item 10]

Request: \$19,485

This is the annual rental/lease of the LiveU backpack and Linux server that allows us to broadcast live events from outside the station. This technology, called bonded cellular, connects the HD broadcast truck back to the station by splitting the HD signal into seven audio/video pieces, sending them over cell service to the cloud, where they are reassembled and sent to the server in master control for broadcast of a live event five seconds later. The combination of our purchased equipment on the HD truck and in master control, uses LiveU as the hardware connection to join both sides of the broadcast. Game of the Week and a variety of hometown TV events in the last year including a news conference on Human Trafficking, CIF Football and basketball playoffs, the launch of a the Red Rover app are examples of the live coverage we provide in Sacramento County.

Cloud Storage [Page 5, Item 11]

Request: \$12,886.88

This is leased cloud storage, supporting archival footage off site with back up as a secure way to expand available local use of video. This is Cloud Storage and memory expansion for existing hardware spread over a 12-month contract and managed by the vendor using Amazon Web Services. Original storage is also backed up in the cloud to ensure data isn't lost. This is all video based. [Audio cablecast programs are stored on hardware/servers in our radio area and are not a part of this storage project currently.]

IT Network Expansion [Page 5, Item 12]

Request: \$12,982.07

This network system installed with PEG money several years ago supports production in a variety of specific ways that allow file transfers around our physical plant in the Coloma Community Center. This system supports the requested caller-phone-screener system in the radio operation and the Skype-caller NewTek Talk show system for the TV Studio Production control room. Additional on-site digital storage is also needed now as HD video files are getting even larger.

IT Network

Mindshift Monitoring Devices	\$	1,000.00
Mindshift PC Connectivity Devices	\$	1,200.00
Dell Storage 9 HDD drives (inc. sales tax)	\$	9,174.07
Firespring Annual Software Fee	\$	1,608.00
Subtotal		\$ 12,982.07

Master Control Automation [Page 5, Item 13]

Request: 5,623.25

The Access Sacramento is using the new HD Flex4 Tightrope automation system for Channel 17 & 18 playback on the cable systems, Carousel bulletin board and for direct Internet streaming with Video on Demand. As with all things digital, storage of files and having on-site capacity in addition to cloud storage is the goal.

This proposal also provides the encoding and transfer hardware for an initial closed captioning pilot project in conjunction with the Tightrope Cablecast system. This would apply to only live programs and would begin with the Live Wire interview show and Game of the Week.

Master Control Automation & Closed Captioning

Tightrope Software Assurance & Reflect VOD of Stream Hosting	\$	3,800.00
Flash Drives	\$	1,823.25
Subtotal		\$ 5,623.25

CAPITAL PUBLIC RADIO



Licensed to SACRAMENTO STATE

April 22, 2019

Mr. Robert Davison, Executive Director
Sacramento Metropolitan Cable Television Commission
799 G St, 4th Floor
Sacramento, CA 95814

RE: Fiscal year 2019-2020 Operations and PE Funding Request

Dear Mr. Davison and Cable Commissioners,

Since 1989, the Sacramento Metropolitan Cable Television Commission has provided vital annual support to Capital Public Radio. Your financial commitment continues to support diverse, quality, and expanding programs and services that we're able to offer to the greater Sacramento community.

Just this month, CapRadio celebrated its 40th year as *the* public radio station serving this region. Our terrestrial radio signals stretch from south of Modesto to north of Quincy – from west of Vacaville to east of Reno. With nearly 500,000 people listening each week by radio, streaming online, or using our app, CapRadio News and Music is essential to our communities.

CapRadio is the local NPR member station serving the Capital Region, Central Valley, and Sierra Nevada. We continue to connect with audiences through news, stories, music, arts coverage, and entertainment that are relevant and accessible. In our last fiscal year, we experienced growth that reaffirmed our importance to the communities we serve:

- Roughly 1.9 million unique visitors to our website, capradio.org
- 848 community members engaged in story creation events that have informed our reporting
- Roughly 1.7 million hours of news and music were streamed on our digital platforms
- Nearly 640,000 total CapRadio podcast downloads
- We launched five news podcast series

Our newsroom continues to expand. Our coverage of the arts continues to grow. Our music station continues to attract new audiences. Our staff works diligently to meet the needs of our listeners and supporters, as well as the community-at-large.

Funding Request:

Annual funding from the SMCTC helps CapRadio provide innovative and local content including:

- 24-hour music programming including classical, jazz, opera, blues, and alternative. Locally produced classical music shows featuring three in-studio hosts, as well as *Connections*, *Acid Jazz*, *Excellence in Jazz*, *K-ZAP on CapRadio*, *Insight Music*, *Mick Martin's Blues Party*, *Hey Listen!*, and *At the Opera*
- Our award winning, locally produced daily news reports heavily featured during *Morning Edition* and *All Things Considered*
- Our locally produced podcasts including *CapRadio Reads*, *YosemiteLand*, *Keys to the House*, *California's Next Governor*, *Capitol Chat*, *Sound Advice*, and more
- Our locally produced daily public affairs program, *Insight with Beth Ruyak*

- Our Capitol News Bureau and the Capital Public Radio Network, a news bureau that covers both state legislature and local government providing reports to more than 50 public radio stations in California, Oregon, and Nevada
- Our 24-hour streaming service of jazz and classical music in addition to our regular broadcast streams
- Our in-depth reporting project about suicide and suicide prevention in Amador County, a rural pocket of Northern California that has seen some of the highest rates of suicide in the state
- Our exhibit at the California Museum, *Passion and Performance: A Year at Encina*, with highlighted stories of diverse students and staff at Sacramento's Encina Preparatory High School
- Our thorough coverage of the 2018 elections, providing in-depth interviews, breakdowns of ballot measures, and profiles of candidates for various state and local offices
- Our award-winning, locally produced documentaries including *The View From Here (TVFH)*. Our most recent *TVFH* radio documentary is titled *Making Meadowview*, in which we explore the problems facing this working-class neighborhood, connect residents with each other to create solutions, and tell engaging stories about a place this is most recently known for the killing of Stephon Clark

In order to maintain our robust offering of local content, CapRadio is requesting a grant from the SMCTC for **general operations** in the amount of **\$23,223**.

In addition to the general operations request, we are also requesting support for a **one-time PEG equipment** purchase in the amount of **\$8,996**.

- CapRadio continues to grow, and as our facilities expand, so does the need to design a broadcast audio infrastructure that provides greater reliability and cost savings compared to the **analog systems that are currently being phased-out, thanks in large part to previous grants from the SMCTC**.
- The equipment we are requesting, much like in previous years, is for an Axia PowerStation. The PowerStation is a piece of equipment that links our studio network to a mixing console. It allows for virtual mixing so that when the studio is on-air, virtual mixes can be programmed by the on-air talent at their desks for later use in the studio.
- The PowerStation is an all-in-one studio solution that essentially allows for crisp, highly-produced broadcasts and is a core component of digital audio broadcasting.
- Our goal is to outfit each of our studios (6+) and production booths (2+) with an Axia PowerStation.

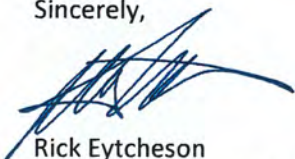
The total request for funding is **\$32,219**.

CapRadio continues to deliver honest and thoughtful news and music content, and this is our 40th year fulfilling that need in our region.

As part of our recognition for your support, the SMCTC is acknowledged on-air a minimum of once per month on our 90.9 FM and 99.9 FM stations, and is lined on our website at capradio.org.

On behalf of the entire staff of CapRadio, we are grateful for the continued support from the SMCTC and we thank you for considering this funding request for the 2019-2020 fiscal year.

Sincerely,



Rick Eytcheson
President & General Manager

CHANNEL LICENSEE NAME: Capital Public Radio Inc.							
Fiscal Year 2019-20 Funding Requests (Operations & PEG Equipment/Facilities)							
Description	Equipment Description (if applicable)	GENERAL FUND		PEG FEE FUND			GRAND TOTAL
		Operations / Capital Fac. / Equip. Base	GENERAL FUND TOTAL	PEG Equipment / Facilities Base	One-Time PEG Equipment	PEG FEE FUND TOTAL	
General Fund: Operations Base		\$ 23,223.00	\$ 23,223.00			\$ -	\$ 23,223.00
General Fund: Capital Facilities/Equip Base			\$ -			\$ -	\$ -
PEG Fund: Facilities / Equipment Base						\$ -	\$ -
PEG Fund: One-Time Equipment					\$ 8,996.00	\$ 8,996.00	\$ 8,996.00
TOTAL FISCAL YEAR 2019-20 FUNDING REQUEST:			\$ 23,223.00			\$ 8,996.00	\$ 32,219.00


Signature

April 22, 2019
Date

President & General Manager
Name & Title

Please attach vendor quotes / supporting documentation for all of the items requested above.

KVIE



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

April 22, 2019 (revised 5/24/19)

Sacramento Metropolitan Cable Television Commission
799 G Street, 4th Floor
Sacramento, CA 95814

Dear Commission:

Thank you for the opportunity to request our annual operations base grant and funds for one-time PEG equipment opportunities that will strengthen KVIE's operation and its KVIE2 service to cable television viewers in Sacramento County.

Grants received from the Commission represent one of the largest grants from a single funder. Your annual grant continues to be one of the largest grants from any one funder during our year and helps us to continue to invest in our service for the benefit of our community.

Our request includes our ongoing operations base of \$247,808 and capital items consistent with items designed for purchase through the 1% PEG fee of \$395,827.80 for a total request of \$643,635.80.

Our request includes projects that will strengthen KVIE's production/content creation abilities and our technical core and program dissemination.

Studio A/V Presentation

Project Cost: \$4,318.28

The requested equipment is to replace and upgrade some of our aging and failing audio equipment for studio presentation use. Our current mixer has failed inputs, so it does not provide for sufficient inputs for a full set-up. For musical performances, the digital mixer would be utilized as a wireless "snake" to reduce the quantity of and run length constraints of cables. The podiums would be used both for events and productions (example: live debate productions).

Hydra PC

Project Cost: \$7,605.68

As we send and receive more and more digital files, it is imperative that we can properly troubleshoot and analyze these files. We have the software to be able to analyze files but we lack the hardware it takes to playback files and view them on our waveform analyzers. Buying a server-class PC with SDI I/O will allow us to take digital files, run file analysis on them using our Tektronix Aurora software, and be able to play them back as SDI for real-world analysis.

Edit Bay and Production Control Monitors

Project Cost: \$9,041.41

Our Edit Bay and Production Control workstations need newer monitors as the current ones do not provide the correct resolution (1920 X 1080) or modern connections (HDMI, Displayport) for our editors to complete their projects. Having newer monitors will provide our editors with higher resolution and better connections to create better content than ever before.

General Workstation and Monitor Refresh

Project Cost: \$22,155.59

Several of the station employees are still working on very old workstations and monitors as we refresh our computers and monitors in groups (depending on how old their current workstation is) on a 3-year cycle. We would like to provide the best computing technology to our station employees so they can perform their job to the best of their ability. These workstation bundles will also include newer monitors that will include modern connections for compatibility with the new workstations.

Production Mobile Workstations

Project Cost: \$29,120.62

Our production team needs 5 mobile workstations to create and produce content while in the field. These laptops will provide plenty of power for our producers to perform their job duties in any environment. These bundles will include everything that is needed including the laptop, keyboard and mouse, external backup drive, docking station, and carrying case.

Wireless Intercom Upgrade

Project Cost: \$37,556.18

The wireless headsets we currently use for studio productions are in the 600MHz frequency range. The FCC has repurposed this portion of the radio spectrum and we must move off this frequency by July of 2020. We need to buy a new wireless system that is in a legal frequency range and upgrade our existing intercom infrastructure to be able to integrate with the new hardware.

Scissor Lift

Project Cost: \$16,871.06

Acquiring a motorized lift with a max load of 800lbs would allow more efficient and safer movement when two crew members need to access our 18-ft tall grid to move our larger instruments and run cables above our grid during lighting set-ups.

Studio Lighting Equipment

Project Cost: \$47,627.00

As we continue our efforts to transition our complement of lighting instruments to LED powered lamps, we are also interested in adding newer lighting instruments that are now being widely used for specific lighting set-ups. The new LED Scoop lights would replace our current incandescent scoop lights, and the newer Space lights would be used in our current green screen wall area.

Production Switcher Replacement

Project Cost: \$202,788.03

We have a Grass Valley Group Kayak high-definition production switcher that we use to create all programming that originates in the studio. It is central to our studio production operations and is supported by ancillary support equipment that includes Grass Valley Group K2 clip animation servers, distribution equipment and closed caption generators.

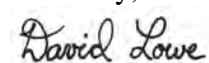
Grass Valley has announced that the Kayak switcher and K2 servers have reached end-of-life and the replacement part inventory is diminishing and will not be re-stocked. We will soon not be able to get replacement parts. If the switcher or its support equipment were to fail, we would not be able to do studio production.

This project replaces the switcher, animation servers and the support equipment. We also intend to improve the way in which the switcher is integrated into the station technical plant with the addition of new distribution amplifiers, patch panels and caption generators. The new switching system will have to operate alongside the existing equipment during installation and training so that program production will not be interrupted, and our approach will take this into account.

distribution equipment in our telco room to protect that equipment from disruption.

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,

A handwritten signature in cursive script that reads "David Lowe".

David Lowe
President & General Manager

Attachments: KVIE FY20 Budget, PEG Fee Funding Request, Vendor/Equipment Price Quotes

KVIE Budget Report
Fiscal Year 2019/2020

KVIE Total	FY2020 Budget
Revenue Sources	
SMCTC Operations Grant	\$ 247,808
SMCTC (PEG) One-Time Equip	\$ 395,828
Dues/Memberships/Fees	\$ 7,160,745
Interest	\$ 132,000
Other	\$ 5,307,219
Total	\$ 13,243,600
Expenditures	
Personnel	\$ 4,342,596
Services & Supplies/Operations/G&A	\$ 8,453,285
Grants/Scholarships	\$ -
Fixed Assets/Equipment	\$ 210,000
Total	\$ 13,005,881

Please Note:

Staff is still developing the FY20 Budget and plans to submit a final version of the budget to the KVIE Board for expected approval by 6/30/2019.

CHANNEL LICENSEE NAME:							
Fiscal Year 2019-20 Funding Requests (Operations & PEG Equipment/Facilities)							
Description	Equipment Description (if applicable)	GENERAL FUND		PEG FEE FUND			GRAND TOTAL
		Operations / Capital Fac. / Equip. Base	GENERAL FUND TOTAL	PEG Equipment / Facilities Base	One-Time PEG Equipment	PEG FEE FUND TOTAL	
General Fund: Operations Base		\$ 247,808.00	\$ 247,808.00			\$ -	\$ 247,808.00
General Fund: Capital Facilities/Equip Base						\$ -	\$ -
PEG Fund: One-Time Equipment	Studio A/V Equipment - mixer & accessories			\$ 4,318.28		\$ 4,318.28	\$ 4,318.28
PEG Fund: One-Time Equipment	Hydra PC			\$ 7,605.68		\$ 7,605.68	\$ 7,605.68
PEG Fund: One-Time Equipment	Edit Bay & Production Control Monitors (not the same as FY19) Qty:25			\$ 9,041.41		\$ 9,041.41	\$ 9,041.41
PEG Fund: One-Time Equipment	General Workstation (10) & Monitor Refresh Qty: (20)			\$ 22,155.59		\$ 22,155.59	\$ 22,155.59
PEG Fund: One-Time Equipment	Production Mobile Workstations Qty:5			\$ 29,120.62		\$ 29,120.62	\$ 29,120.62
PEG Fund: One-Time Equipment	Wireless Intercom System			\$ 37,556.18		\$ 37,556.18	\$ 37,556.18
PEG Fund: One-Time Equipment	Scissor lift (for studio lighting & camera changes)			\$ 16,871.06		\$ 16,871.06	\$ 16,871.06
PEG Fund: One-Time Equipment	Studio Lighting Equipment (LED option)			\$ 47,627.00		\$ 47,627.00	\$ 47,627.00
PEG Fund: One-Time Equipment	Production Switcher			\$ 221,531.98		\$ 221,531.98	\$ 221,531.98
						\$ -	\$ -
TOTAL FISCAL YEAR 2019-20 FUNDING REQUEST:			\$ 247,808.00			\$ 395,827.80	\$ 643,635.80

Signature _____
 Staci A. Orlando, CFO/Assoc. GM-Operations
 Name & Title _____

5/27/19

 Date

**SACRAMENTO
EDUCATIONAL CABLE
CONSORTIUM**



May 27, 2019

Bob Davison
Executive Director
Sacramento Metropolitan Cable Television Commission
799 G Street, 4th Floor
Sacramento, CA 95814

Dear Bob:

Per Commission staffs request, the Sacramento Educational Cable Consortium (SECC) and BESTNet respectively re-submits its 2019-2020 Operations and One Time PEG Fee Funding request. *(Please see Attachment 1 – SECC Operational Budget)* The PEG request has been reduced by \$30,000 – SEVA Labs were reduced from \$90,000 to \$60,000.

• **SECC/BESTNet** is requesting **\$660,334** in funding from the SMCTC PEG Fee and General Funds. Specifically:

- **\$152,703** in one-time PEG Facilities and Equipment funding for
 - \$60,000 – SEVA Labs
 - \$92,703 – Tighrope replacement, production and office equipment
- **\$44,538** for SECC rent from PEG Fee Fund
- **\$392,292** from the General Fund (SECC operational grant) to supplement the SECC budget. (Reflects a proposed \$70,000 increase in the SECC Base to be supplemented/leveraged by \$30,000 membership dues increase approved by the SECC Board.)
- **\$70,801** from the general fund for BESTNet operations
- **\$985,880.30 BESTNet construction carryover** of 2018-2019 allocated funds to pay 2018-2019 E-rate approved match for BESTNet sites.

DETAIL: ONE TIME PEG FEE FUND REQUEST

• \$60,000 – SEVA Labs:

Funding for SEVA Studio Labs “match” for student/teacher media facilities at sites to be determined once funding is secured.

Attachment 2 is a sample budget from past projects that provides an idea of how funds will be spent. Detailed expenditures will be submitted to SMCTC before funds are spent.

SECC wants to continue the expansion of SEVA Studio Labs in Sacramento area schools. The Board and member districts are committed to the development and implementation of media production programs in all interested Sacramento schools. The 54 SMCTC funded SEVA Labs have proven that the production process engages and motivates students. The proposed SEVA Studio Labs will enhance Sacramento students’ educational experiences by integrating needed technology and team building skills into the classroom curriculum with an end product that airs on the local Sacramento educational channels.

In addition, the SEVA Studio Labs expands SECC’s SEVA program (Student Educational Video Awards, now in its 30^h year) that joins students, teachers and businesses and provides extensive training and assistance to Sacramento county schools. The program’s objective has always been to enhance academic achievement while students learn to work collaboratively in teams and engage in projects that motivate them to remain in school.

SECC is requesting \$60,000 to create multiple SEVA Studio Labs in schools/districts that demonstrate a viable interest in implementing or expanding media programs. The identification/selection process will continue to be:

1. When funding amount is approved by the SMCTC in June, SECC will announce to the Board that funds are available and establish a timeline for fall projects and spring projects (funding from SMCTC is divided into two payments.) Districts will work with their SECC Board Representative to provide recommendations of potential sites from their districts.
2. SECC staff will work with each potential site to determine equipment needs based on individual site and staffing, potential school and district dollars. A detailed budget aligning with available SMCTC, school and district funds will be established for SECC Board approval and submission to the SMCTC staff. The SECC Board will make final decisions on sites to be developed and the order in which the sites will be implemented.

SECC member districts and school sites are committed to this project and will assist with installation, facilities, maintenance, program and curriculum development and ongoing program support.

These labs, as described below, will create additional programming content on the educational channels as well as growing the SEVA program which has provided countless hours of student-produced content for the Sacramento community.

Studio

The studio setup in this proposal would support, in addition to school productions, a daily morning news show scenario. Two or three HD camcorders are tethered to an entry level Newtek Tricaster unit. The Tricaster is an all in one box professional level live switching unit with character generation, video playback, audio mixing and final output recording. Simple to operate by students and teachers, the system uses extensive green screen technology to place the talent in virtual sets. A series of efficient LED lights illuminate two different green screen backdrop systems – one for the fixed talent and one for walk-ons. Audio is a mix of wireless and wired audio solutions for anchors and walk-on talent. The cameras have a teleprompter to help on-camera talent deliver information smoothly and efficiently.

Field Kits

Based on SECC's previous DV Starter Kits, each lab kit includes a compact HD camcorder shooting H264, a Bluetooth wireless mic setup, video tripod, spare battery, headphones and protective camera case. Kits are scalable depending upon the class size and available funding.

District/School Match: Facility/Maintenance/Installation

The districts and schools are committed to these labs and will contribute facilities, installation, maintenance and resources to the program.

A sample budget for one of the 2018-2019 SEVA Lab Sites is included as *Attachment 2*. Please note *Attachment 3* is a list of all SEVA sites, constructed over the past six years;

- SMCTC has contributed **\$493,100.31**
- Schools and districts leveraged funding to contribute **\$1,542,137.75**

• \$92,703 – Tightrope replacement, production and office equipment:

These funds will replace, and supplement dated production equipment in the SECC office as follows below.

1. **Tightrope Replacement:** The current SECC Tightrope system (SECC's playback system) is at "end of life" and needs to be replaced. Maintenance agreements are no longer possible. As part of the new system, SECC is incorporating captioning software.

2. **Production Equipment:** For the safety and protection of SECC production crew, SECC needs to add security lights to its Production Van. In addition, an outside security camera will be installed to allow production crew inside the van to see what is occurring outside of the van.

Additional items are replacement and enhancement equipment for existing SECC in-house production equipment.

Tightrope Playback System	\$53,317.68	Media Control Systems
MacCaption Captioning Software	\$6,831.00	Telestream
Rack & Van Security Cams	\$7,600.94	Vanco
Sescom 2 Channel XLR Fiber	\$2,399.85	B&H
FotodioX Pro Factor 1 x 1 Light	\$3,323.70	B&H
ikan IBG-1000 Light Bag	\$279.98	B&H
Matthews C-Stand Grip Head Kit	\$634.00	B&H
Sony Alpha a7s II Camera	\$4,396.00	B&H
Sony XLR-K1M Adapter and Microphone Kit	\$1,396.00	B&H
Metabones Canon to E-Mount Adapter	\$798.00	B&H
SmallRig 1894 Cage	\$395.80	B&H
Canon EF 24-70mm f4 Lens	\$899.00	B&H
Canon EF 16-35mm f4 Lens	\$999.00	B&H
Canon EF 50mm f1.2 Lens	\$1,349.00	B&H
Total	\$84,619.95	

(Attachment 4 contains the quotes for the above equipment.)

Office Equipment:

SECC is proposing to install an automatic roll up door for the warehouse space that houses the Production Van. This is a security precaution for production crew as they return the van late in the evening after night shoots. The front door strike plate replaces the current door bell system at the SECC front office door allowing staff to “buzz in” visitors.

SECC is proposing to replace it's 20-year old folding table and chairs with flex nesting tables and accompanying chairs.

Roll Up Door Automatic Opener	\$3,082.60
Front Door Strike Plate Opener with Intercom	\$1,500.00
Conference Table & Chairs	\$3,500.00
Total	\$8,082.60

(Attachment 5 contains the quotes for the above equipment.)

BESTNet

• \$985,880.30 Carry-over Allocation of 2018-2019 Funding & \$70,801 General Fund Operations Base

During the past year, with approval and funding allocation from the SMCTC, the following SECC member district utilized the federally funded erate program to connect most of the remaining BESTNet sites for Phase III (Elementary Schools).

Natomas USD

Twin Rivers USD

Sacramento City USD

The schools are nearing completion and the process has worked efficiently and smoothly. The districts are pleased with the dark fiber, the quick build and responsiveness of Zayo, the winning E-rate provider. SECC's BESTNet Project Manager is working with the Districts and Zayo to ensure seamless connectivity to BESTNet. This has been an extremely cost effective and efficient method to complete BESTNet and motivate Comcast to move forward with BESTNet renewal language. The quick and supportive actions of the SMCTC has made this project possible and the Sacramento Educational Community is very appreciative of the SMCTC and the fantastic broadband network that is available to them.

While the build for most of the schools is near completion, sign off and payment has not and will not occur in this fiscal year, hence SECC is requesting a carryover of the 2018-2019 allocation into 2019-2020. In addition, there are a few remaining sites in Elk Grove and Folsom that have not been connected. Both districts are looking at using the E-rate process to connect their final schools that were on the original BESTNet list.

GENERAL FUND REQUEST

- **\$392,292: SMCTC Grant**

- \$322,292 (2018-2019 grant)
- \$70,000 additional base funds (Note: there will be a \$30,000 increase in SECC membership dues to leverage/match the Commission increase.)

- **\$254,100: SECC Contribution to Operational Budget**

SECC Operations Overview

(Budget specifics are included in Attachment 1)

2018-19 saw significant growth in expanding the use of educational cable, member production, social media, cooperative committees addressing local educational issues and large growth in SEVA teachers, training activities and student productions. SECC enhanced its website, adjusted its staffing and continued working with the District PIO's/Communication Managers in creating plans for their best and most efficient use of cable and social media. A continuing emphasis was placed on increasing local production and educational promotion and communication within the membership. Through on-going partnerships, matching funding, efficiencies and creative expenditures SECC is proposing the attached conservative 2019-2020 budget that includes:

- An additional \$70,000 in the SECC annual base to be matched by an SECC Board approved \$30,000 increase in SECC membership dues (this is a 20% increase). The additional annual funds will be used to increase SECC 4 FTEs to 5 FTE and supplement the SECC consulting budget.
- \$10,000 in-kind Time of Remembrance Project Development from EGUSD
- Estimate of carryover funds from 2018-2019
- An addition of 1 FTE for Tightrope data entry, administration and production support.
- Consultants to expand outreach to SECC members and manage special projects (such as Time of Remembrance.)
- Modifications and an increase in production expenditures

SECC will continue to leverage funds from the SMCTC to supplement the operation of the educational channels and to enhance student production and SEVA Studio Labs. The entire SECC membership is committed to the successful growth and continued utilization of the educational channels and BESTNet.

SECC appreciates your consideration of its request and your continued support both politically and financially. And please let us know if you have questions or concerns.

A handwritten signature in black ink that reads "Elizabeth Rhodes". The script is cursive and fluid, with the first name and last name clearly distinguishable.

Elizabeth Rhodes
Executive Director

Attachment 1 – SECC Budget and Narrative
Attachment 2 – SEVA Lab Budget
Attachment 3 – Total SEVA Labs
Attachment 4 - Tightrope and Production Quotes
Attachment 5 – Office Equipment Quotes

Sacramento Educational Cable Consortium

2019-2020 PROPOSED BUDGET

ATTACHMENT 1

	Projected YE	2018-2019 Budget	2019-2020 BUDGET
Income			
6001 · SMCTC Income			
6000 · SMCTC Grant	322,292.00	319,138.00	\$ 392,292.00
6055 · SMCTC Grant - Capital Exp (PEG)	95,250.00	95,243.00	\$ 92,703.00
6954 · SMCTC-Facilities/rent offset	44,538.00	41,990.00	\$ 44,538.00
6103 · SMCTC-SEVA Labs (PEG funds)	90,000.00	90,000.00	\$ 60,000.00
6005 · SMCTC-BESTNet Operational Fundg	70,801.00	67,694.00	\$ 70,801.00
Total 6001 · SMCTC Income	622,881.00	614,065.00	\$ 660,334.00
6900 · Interest Income	7,290.33		
6100 · Membership Dues	141,125.50	130,000.00	\$ 160,000.00
6301 · SEVA Award Night		3,000.00	\$ 3,000.00
6400 · SEVA Training Event Attend Rev	5,330.00		
6300 · Grants/Projects		10,000.00	\$ -
6903 · Dividend Income		1,000.00	
6004 · BESTNet Income			
6007 · SMCTC-BESTNet Network Const.		1,251,700.00	\$ 985,880.30
6008 · District-BESTNet Network Const.	6,390.74		
6004 · BESTNet Income - Other	4,810.62		
Total 6004 · BESTNet Income	11,201.36	1,251,700.00	\$ 985,880.30
6950 · Other Revenue	1,316.41		
6998 · Incoming Cash Balance		100,000.00	\$ 94,000.00
6955 · Other Income Pass Through Funds	(225.19)		
6905 · Unrealized Gain/Loss on Invest	(393.96)		
9050 · CC rebates	1,157.89		\$ 1,100.00
Total Income	\$ 790,302.49	2,109,765.00	\$ 1,904,314.30
Gross Profit			
Expense			
7000 · Personnel	420,000.00	468,560.00	\$ 614,000.00
8000 · Facility Rent	29,603.98	51,000.00	\$ 45,000.00
8115 · Taxes and Filing Fees	237.80		\$ 300.00
8020 · Insurance	13,237.06	24,000.00	\$ 18,000.00
8030 · Office Supplies	12,000.00	6,000.00	\$ 12,000.00
8040 · Telephone/Utilities	3,500.00	3,500.00	\$ 8,500.00
8045 · Internet / Webpage	2,400.00	2,400.00	\$ 500.00
8070 · Postage & Delivery	500.00	500.00	\$ 500.00
8090 · Promotion/Print	2,000.00	1,000.00	\$ 2,000.00
8220 · Bank Charges	300.00	600.00	\$ 600.00
8230 · Payroll Service	2,400.00	2,600.00	\$ 2,400.00
8035 · Software and Upgrades	3,500.00	3,500.00	\$ 4,000.00
8100 · Accounting	8,300.00	8,000.00	\$ 8,300.00
8120 · Maintenance	2,000.00	2,000.00	\$ 2,000.00
8125 · Van Maintenance	2,000.00	5,000.00	\$ 4,000.00
8130 · Production Supplies	3,000.00	3,000.00	\$ 5,700.00
81?? · Closed Captioning			\$ 3,000.00
8122 · Tightrope	7,503.34	7,400.00	\$ 2,400.00

Sacramento Educational Cable Consortium

2019-2020 PROPOSED BUDGET

ATTACHMENT 1

	Projected YE	2018-2019 Budget	2019-2020 BUDGET
8150 · Program Acquisitions	0.00	3,000.00	\$ 3,000.00
8170 · Conference and Seminars	1,000.00	1,000.00	\$ 2,000.00
8190 · Travel	3,000.00	3,000.00	\$ 4,000.00
8200 · Mileage	5,000.00	5,000.00	\$ 5,000.00
8210 · Entry Fees, Dues, Books & Subs	0.00	500.00	\$ 500.00
8290 · Prod Equip SMCTC Capital (PEG)	95,243.00	95,243.00	\$ 85,000.00
8275 · SEVA Studio Labs SMCTC/PEG	90,000.00	90,000.00	\$ 60,000.00
803? · Office Equipment/PEG	4,000.00	2,000.00	\$ 8,000.00
8031 · Office Equipment	4,000.00	2,000.00	\$ 4,000.00
9001 · Award Night	10,000.00	10,000.00	\$ 10,000.00
8110 · Legal services	0.00	2,000.00	\$ 1,000.00
8245 · BESTNet Construction Expense		1,251,700.00	\$ 985,880.30
8246 · BESTNet Construction non-budget	10,000.00		
8400 · Website Development Costs	2,500.00	3,000.00	\$ 2,500.00
Total Expense	737,225.18	2,057,503.00	\$ 1,904,080.30
Net Income	53,077.31	52,262.00	\$ 234.00

ATTACHMENT 23

METRO CABLE



Bringing Government Closer to the People

799 G Street, 4th Floor, Sacramento, CA 95814 www.sacmetrochannel14.com

Sacramento Metropolitan Cable Television Commission
799 G Street, 4th Floor,
Sacramento, CA 95814

May 24, 2019

Dear Bob Davison and Karen Liu,

Metro Cable Channel 14 would like to revise our application for PEG funds available through SMCTC for broadcast-related equipment upgrades and replacement. As requested, we have trimmed our request by at least \$8,000. We have cut \$26,634.75 from our previously submitted request, which was \$124,826.55.

For Fiscal Year 2019-20, our channel would like to replace and/or improve audio visual equipment for: our main Control Room; Master Control; Server; Editing System; and Van. We are also looking into purchasing a mobile production flight pack, which may allow us to phase out the mobile production van.

The items we would like to acquire through PEG grants are listed below, along with justification.

Control Room:

1. Audio Mixer
2. Audio Monitors
3. Character Generator
4. Distribution Amplifiers
5. Audio Embedders

Justification:

- Audio mixer replaces an aging one.
- Audio monitors replace aging ones with intermittent problems.
- New Compix CG replaces Windows 7 version of our Character Generator, which is out of warranty and cannot be used on the County network.
- Distribution Amplifiers allow adjusted audio to be sent to multiple places. These replace aging ones.
- Audio Embedders insert audio into a video signal. These replace aging ones in control room rack.

Subtotal: \$21,816.08

Tax: \$1,908.91

Control Room Total: \$23,724.99

Master Control:

1. Ensemble Designs Frame
2. Ensemble Designs Network Card, and Down-conversion Card
3. Tektronix Waveform/Rasterizer (Video Signal Analyzer) Calibration

Justification:

- Current card frame ran out of card space.
- Network card allows two Ensemble Designs frames to communicate with each other.



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799 G Street, 4th Floor, Sacramento, CA 95814 www.sacmetro cable.tv

- Ensemble down-conversion card adds flexibility in our workflow – enables all HD workflow with SD down-conversion just prior to sending signal to Comcast.
- Our current Tektronix Waveform measures audio and video signals. It could use recalibration service.

Subtotal: \$5,139.50

Tax: \$449.71

Master Control Total: \$5,589.21

Server:

1. Tightrope Vio Server with Bulletin Board
2. KVM Switch
3. Server Access Modules
4. DVI to SDI Scan Converter

Justification:

- Current SX2 server is Windows 7, and current Carousel (digital bulletin board) is Windows 7, and must be replaced by Windows 10 system.
- KVM switch at Server rack is at end of life.
- Access modules are needed for KVM switch operation.
- Replace aging DVI to SDI scan converter.

Subtotal: \$38,198.24

Tax: \$3,342.35

Server Total: \$41,540.59

Van - Mobile Flight Pack

1. Mobile Switcher/Camera Kit (Flight Pack)
2. Tripods
3. Case for Flight Pack

Justification:

- Mobile Switcher/Camera Kit (all-in-one flight pack) – in situations where van is not available. This mobile solution may allow us to phase out the van in a year or two. It would be more economical than operating the van, or upgrading aging van equipment. Demo will be done prior to purchase to ensure quality is acceptable.
- Camera Tripods to replace worn-out tripods.
- Flight Pack carrying case.

Subtotal: \$16,505.42

Tax: \$1,444.22

Van – Flight Pack Total: \$17,949.64

Editing System:

1. DVD Duplicator
2. DVD Label Printer
3. Monitor (Wav/Vec/Multiview)
4. UPS for Editing PC

Justification:

- DVD duplicator to replace one at end of life that is failing.



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799 G Street, 4th Floor, Sacramento, CA 95814 www.sacmetrochannel14.com

- DVD label printer to replace one at end of life.
- Monitor for Programming Coordinator to view multiple broadcast sources at his desk.
- Uninterrupted Power Supply for the Editing PC would protect it from power fluctuations. Current one is past its expected life.

Subtotal: \$6,350.80

Tax: \$555.70

Editing System Total: \$6,906.50

Workstations:

1. Workstation for Production Director and Programming Coordinator.
2. Utility Table for Production Director.
3. Hutch for Utility Table.

- Workstations with improved functionality are needed. Program Coordinator's workstation is not ergonomic, and Production Director's workstation is worn and sections are separating.
- Utility table needed, since old desk with larger footprint will be removed.
- Hutch needed for tidy storage of files and binders.

Subtotal: \$2,281.28

Tax: \$199.61

Editing System Total: \$2,480.89

Sub-Total PEG requests: \$90,291.31

Tax: \$7,900.49

Grand Total PEG requests: \$98,191.80

In summary, we would like to request a total of **\$98,191.80** for all six projects.

Attached are the: PEG Fee Funding Request form, quotes and updated specifications. Please let me know if you need clarification.

Thank you for your consideration. Continued PEG grant funding will help provide Sacramento County viewers a valuable window into the workings of local government. We appreciate your support!

Sincerely,

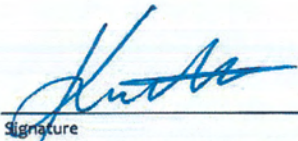
Kristin Riggs

Production Director
Metro Cable Channel 14
916-874-7685

METRO CABLE

PEG FEE FUNDING REQUEST - FISCAL YEAR 2019-20

Item #	Project Location	Equipment Description	Quantity	Unit Price	Total	10% Contingency	Shipping/ Handling	Installation	Warranty	TOTAL
Control Room										
1		Alesis MultiMix 12R Rackmount Mixer	1	\$399.00	\$399.00	\$39.90				\$438.90
2		Wohler AMP1-2SDA 2 Channel Stereo Monitor w/ 3G/HD/SD-SDI and Analog Input	2	\$1,559.40	\$3,118.80	\$311.88				\$3,430.68
3		Compix CompactCG 1RU single Channel Portable Broadcast Graphics System	1	\$15,000.00	\$15,000.00	\$1,500.00				\$16,500.00
4		RDL RUADA8D Audio Distribution Amplifier, 2x8 or 1x16	2	\$365.00	\$730.00	\$73.00				\$803.00
5		Blackmagic CONVMCAUDS2 Audio to SDI Mini Converter-Embedder	3	\$195.00	\$585.00	\$58.50				\$643.50
Control Room Subtotal:										\$21,816.08
Control Room Sales Tax:										\$1,908.91
Control Room Total:										\$23,724.99
Master Control										
6		Ensemble Design Avenue 3RU Frame	1	\$995.00	\$995.00	\$99.50				\$1,094.50
7		Ensemble Design Avenue 5030 Network Card	1	\$700.00	\$700.00	\$70.00				\$770.00
8		Ensemble Design Avenue 7920 HD Downconverter Card	1	\$1,900.00	\$1,900.00	\$190.00				\$2,090.00
9		Tektronix Multi-format Rasterizer (Waveform/Vectorscope) Calibration Service	1	\$1,000.00	\$1,000.00	\$100.00	\$85.00			\$1,185.00
Master Control Subtotal:										\$5,139.50
Master Control Sales Tax:										\$449.71
Master Control Total:										\$5,589.21
Server										
10		Cablecast VIO2 Server w/ CG, 20 TB Storage	1	\$31,590.00	\$31,590.00	\$3,159.10				\$34,750.10
11		Black Box KVM ServSwitch	1	\$1,391.99	\$1,391.99	\$139.20				\$1,531.19
12		CX Series Server Access Module - DisplayPort, USB, and Audio, CATx	4	\$186.92	\$747.68	\$74.77				\$822.45
13		AJA DVI to SDI Scan Converter	1	\$995.00	\$995.00	\$99.50				\$1,094.50
Server Subtotal:										\$38,198.24
Server Sales Tax:										\$3,342.35
Server Total:										\$41,540.58
Van-Flight Pack										
14		Datavideo HS-1500T-3C HD/SD Studio with GO-3CAM 3-Camera Remote Camera Kit	1	\$13,124.00	\$13,124.00	\$1,312.40				\$14,436.40
15		Manfrotto Tripods	3	\$599.99	\$1,799.97	\$180.00				\$1,979.97
16		Shallow ABS 19" Rackmount Flight Case	1	\$80.95	\$80.95	\$8.10				\$89.05
Van-Flight Pack Subtotal:										\$16,505.42
Van-Flight Pack Sales Tax:										\$1,444.22
Van-Flight Pack Total:										\$17,949.64
Editing System										
17		Epson Discproducer Autoprinter	1	\$2,321.00	\$2,321.00	\$232.10				\$2,553.10
18		EZ Dupe 3 Target 24X DVD/CD Duplicator	1	\$379.00	\$379.00	\$37.90				\$416.90
19		TVLogic 24" Monitor	1	\$2,812.50	\$2,812.50	\$281.25				\$3,093.75
20		APC Smart-UPS C Battery Backup & Surge Protector	1	\$260.95	\$260.95	\$26.10				\$287.05
Editing System Subtotal:										\$6,350.80
Editing System Sales Tax:										\$555.69
Editing System Total:										\$6,906.49
Workstations										
21		Workstations for Production Director & Programming Coordinator	2	\$607.00	\$1,214.00	\$121.40	\$200.00			\$1,535.40
22		Utility Table for Production Director	1	\$395.00	\$395.00	\$39.50				\$434.50
23		Hutch for Utility Table	1	\$181.25	\$181.25	\$18.13	\$112.00			\$311.38
Workstation Subtotal:										\$2,281.28
Workstations Tax:										\$199.61
Workstations Total:										\$2,480.89
Sub-Total:										\$99,291.31
Sales Tax - Use Tax Rate for Sacramento: 8.75%										\$7,900.49
FY 2019-20 PEG FEE FUNDING REQUEST - GRAND TOTAL:										\$98,191.80



Signature
Kristin Riggs, Production Director, Metro Cable Channel 14

Name & Title

May 24, 2019
Date

Please attach vendor quotes to include installation / warranty / associated costs for each item requested above.



Tektronix Inc
13725 SW Karl Braun Dr. Bldg 19
Mail Stop 19-BMC
Beaverton, OR 97077
United States
Fax: 503-627-6260
Melanie Hofschneider
Phone: 503-627-1630

Estimation

Issue Date: 23-Apr-2019
Quote Number: 1931444
Valid: 30 days
Payment Terms: Net 30
P.O. Number

Item 9
(revised)

Bill To:
Sacramento County
700 G St
Sacramento, CA 95814

Deliver To:
Sacramento County
700 G St
Sacramento, CA 95814

Agreement: Tektronix Terms
and Conditions

To: Dalan Swenson
Phone: 916-874-7685

E-Mail: swensonD@saccounty.net

All appropriate price adjustments are reflected in the product total, exclusive of applicable taxes. Prices quoted include applicable discounts. This quote is valid only for the items quoted below. When calibration is requested it is assumed the unit is in working order and is not in need of repair. Tektronix may use specially selected sub-contractors for repair and/or calibration of non-Tektronix products and some Tektronix products. These sub-contractors meet the same rigorous quality requirements as Tektronix facilities and are regularly verified for compliance by Tektronix. If, for any reason, you have questions or this is not acceptable, please do not hesitate to contact us.

U.S. Government Customer and Contractor Notice: Tektronix does not accept orders for non-commercial items or non-commercial services. Tektronix provides commercial off the shelf products and commercial services only. Please see our General Terms and Conditions for Product or Service for further information

<http://download.tek.com/document/GeneralOEMTermsConditions082018.pdf>

Line	Model	Serial No	Manufacturer	Description	Type of Service:	As listed below	Standard Price	Extended (US\$)
1	WVR7200	C010380	Tektronix, Inc	Multi-Standard, Multi-Format Rasterizer, 2 SDI Inputs (HD and SD-SDI support on the same inputs-auto detect); Base unit includes HD, SD and Dual-Link signal formats support; 3G-SDI Optional				
				SHIPPING AND HANDLING			170.00	85.00 <input type="checkbox"/>
				Calibration Verification Std Price			830.00	830.00 <input type="checkbox"/>
				Test Data (THIS IS AN OPTIONAL EXTRA)			170.00	170.00 <input type="checkbox"/>

Received

Customer Comments:

Type of Service:

Type of Service:

Quote Comments:

CALIBRATION W/ DATA

F: Standard Price Calibration. Quote standard price repair if repair is necessary. Traceable calibration. Test data included.

F: Standard price test data

A method of payment is required prior to initiation of service. Contact us with your purchase order or credit card to initiate the service quoted. Please reference your quote number on all other communications.

Line Total: (US\$) 1,170.00 1,085.00 ☐

Tektronix, Inc.

Page 1 of 3

These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations. This document is subject to and limited to the terms and conditions contained in this document and the Tektronix general terms and conditions for service following on a separate page. In case of conflict, the order of precedence will be 1) Terms listed in Service Agreement. 2) Tektronix General Terms and Conditions for Service.

p.l.



Tektronix Inc
13725 SW Karl Braun Dr. Bldg 19
Mail Stop 19-BMC
Beaverton, OR 97077
United States
Fax: 503-627-6260
Melanie Hofschneider
Phone: 503-627-1630

Estimation

Issue Date: 23-Apr-2019
Quote Number: 1931444
Valid: 30 days
Payment Terms: Net 30
P.O.Number

Service Descriptions:

CALIBRATION means calibration verification or functional verification, as determined by Tektronix, and includes a Certification.

ACCREDITED CALIBRATION (where available) means a calibration performed meeting the requirements of a recognized accrediting body (for example SINGLAS, DKD, A2LA, TAS). 17025 accredited calibrations use decision rule #2 (in/out of tolerance determination with uncertainties taken into account and provided). Further information and decision rule selection form is found at <https://www.tek.com/document/service/tektronix%2Ddecision%2Drule%2Dguide>

CERTIFICATION for calibration verification means a certificate attesting traceability to a national standards organization.

CERTIFICATION for functional verification means a non-traceable certificate of conformance.

REPAIR means remedial maintenance, including all parts and labor necessary to return the products to the original published specifications, subject to the exclusions identified in the Tektronix General Terms and Conditions for Service. Parts, modules and replacement products used by Tektronix for service work may be new or reconditioned to like new performance.

SUPPLEMENTAL TERMS: Some components may be excluded unless replaced in the original repair. Invoices for on-demand services will be issued after Tektronix completes service unless the estimation provides otherwise. Not included in this estimation: Repair of a customer modified product or a product containing repair parts not approved by Tektronix, Inc. All exchange part orders are subject to a \$350 restocking fee. Tektronix must be contacted and the unused modules must be returned within the time frame specified on the original order documents.

Customer shall be responsible for shipping products both to and from Tektronix' premises or such other location as Tektronix may designate for service. If Tektronix arranges for the shipping, Tektronix will invoice customer for a shipping and handling charge for each product shipped covering freight, insurance and packaging.

ADVANCE-EXCHANGE MODULE REPLACEMENT SERVICE includes priority shipment of replacement hardware components designated at Tektronix' sole discretion as eligible for Advance Exchange, and conditional on Customer's prompt return of like components in repairable condition.

IMPLEMENTATION SERVICE includes physical installation, set-up, configuration, test and verification of hardware / software performance in a standard application at the Customer's site.

TECHNICAL ASSISTANCE SERVICE provides assistance via telephone, email, or internet regarding set-up, configuration, use, and troubleshooting of hardware / software in standard applications.

SOFTWARE MAINTENANCE SERVICE includes delivery via internet or physical media of software updates containing bug fixes, patches, or improvements, together with Technical Assistance Service for their installation, and user documentation containing information on their content, which Tektronix may from time to time at its sole discretion elect to offer.

REMOTE DIAGNOSTIC SERVICE includes transmission and evaluation of performance and diagnostic information via a secure network or telecommunications connection.

CUSTOMER shall be entitled only to services for which Tektronix has accepted a written purchase order.

Tektronix may provide additional or enhanced services for a limited time at its sole discretion, without being deemed to create any entitlement to continue receiving such level of service.

CUSTOMER will provide contact names, technical information, physical access, security authorization, secure network infrastructure and technical support, and other assistance reasonably necessary to the performance of service by Tektronix.

Remit to: ACH Routing #121000358 (CTX Preferred) Acct# 12331-19002
Check Payments: Tektronix Inc, P.O. Box 742644
Los Angeles, CA 90074-2644

Tektronix, Inc.

Page 3 of 3

These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations. This document is subject to and limited to the terms and conditions contained in this document and the Tektronix general terms and conditions for service following on a separate page. In case of conflict, the order of precedence will be 1) Terms listed in Service Agreement. 2) Tektronix General Terms and Conditions for Service.

P. 2

ENIT

1-800-295-5510

GG

Products

Uline Products

Quick Order

Catalog Request

Special Offers

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Careers

[Home](#) > [All Products](#) > [Office Furniture and Supplies](#) > [Office Furniture](#) > [Office Desks](#)

Standard Office Desk - 66 x 30", Mahogany



Two Workstations
(One for Prod. Dir.; one
ice or warehouse. for Prog. Coord.)

Desk 101. Versatile for any office or warehouse.

- 1" thick laminate top resist scratches, stains and spills. 30" height.
- Locking drawers with keys. Leveling feet prevent wobble.
- Impact-resistant PVC edges. Pedestals come fully assembled.

MODEL NO.	DESCRIPTION	DIMENSIONS L x W	WT. (lbs.)	PRICE EACH		ADD TO CART
				1	2+	
H-5679	Standard	66 x 30"	292	\$607	\$587	1 <input type="text" value="ADD"/>

SHIPS UNASSEMBLED VIA MOTOR FREIGHT

est. H+S \$100 ea

Item 22

Office Furniture 30 x 60 Utility Table

\$394.95 MSRP: \$499.00

*Apply coupon at checkout for added savings

5% OFF -EXTRA 5% off with code **LIGHT5**
Ends 04/20/19. [View all items](#)

Ask a question

Total Savings w/code: 8% (\$33.80)

Free Shipping

-

1

+

Quantity

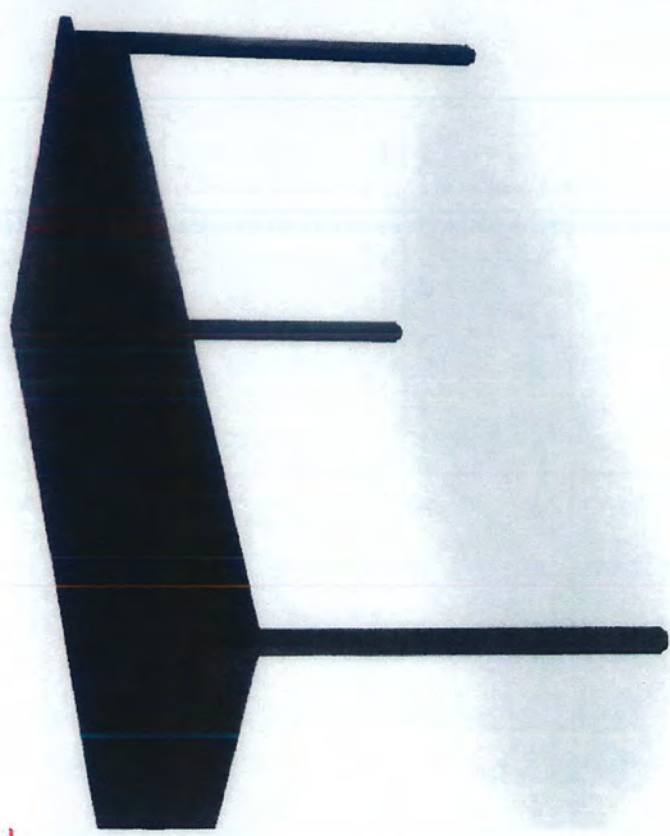
ADD TO CART

CANCEL & RETURN POLICIES

PRICE MATCH GUARANTEE
Trade member? [Unlock Pro Pricing](#)

20+ In Stock

Ships in 1 to 2 business days
Est. delivery by **Mon May 6**
Threshold delivery service



DESCRIPTION

SPECS

REVIEWS

Q&A

Add to Wish List Add to Project



• Bellacor Number: 310140

- Cherry Finish
- 30 Inches High
- 60 Inches Wide
- 30 Inches Deep
- Weight: 64 LBS
- Interior Dry Rated

Utility Table

Item 22



Alera Valencia Series 2-Door Hutch

47"W x 15"D x 35-1/2"H, Medium Cherry Laminate

Item 23

Item #: ALEVA284815MC

+ Add to Favorites

Buy 6+ for Free Shipping!

\$181.25/EA

1 Add to Cart

Item Weight:
107 LBS / EA

In Stock!

Retail Price: \$360.00

You Save: 50%

Low Price Guarantee!

Shipping Information



2-3 Business Days



Some Assembly
Required

Description: Increase productivity and desktop space with this hutch. Handy compartmentalized overhead storage. Lighting valance and grommets to facilitate task lighting installation. Durable woodgrain laminate is water-, scratch- and stain-resistant. Fully finished back.

Similar Items:

- Alera
- Alera Contemporary Desks
- Contemporary Desks - All Brands

+ * Shipping \$112

Product Details

Reviews

Specifications

Color:

Color Family:

Overall Width:

Overall Depth:

Overall Height:

Material(s):

Edge Detail Profile:

Door Quantity:

Medium Cherry

Cherry

47"

15"

35 1/2"

Woodgrain Laminate

3mm Protective Edge Banding

2



SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

799 G Street, 4th Floor, Sacramento, CA 95814 ♦ (916) 874-6661 ♦ Fax: (916) 854-9666 ♦ www.sacmetroccable.tv

A Joint Powers Agency Representing Sacramento County and the Cities of Citrus Heights, Elk Grove, Folsom, Galt, Rancho Cordova and Sacramento

AGENDA ITEM NO. 3

DATE: June 6, 2019

TO: Chair and Board of Directors

FROM: Robert A. Davison, Executive Director

SUBJECT: **RESOLUTION NO. 2019-007, APPROVING THE NINTH AMENDMENT TO THE LICENSE AND OPERATIONS AGREEMENTS PERTAINING TO USE OF COMMUNITY PROGRAMMING CHANNEL(S)**

RECOMMENDATION:

It is recommended the Board adopt Resolution No. 2019-007, Approving the Ninth Amendment to the License and Operations Agreements Pertaining to Use of Community Programming Channel(s).

BACKGROUND/DISCUSSION:

The License & Operations Agreements pertaining to the use of community channels were first approved in November 2003 for the Commission's four Channel Licensees – Access Sacramento, KVIE, Sacramento Faith TV, and the Sacramento Educational Cable Consortium (SECC).

The License & Operations Agreements were amended in June 2006, extending the term end date to June 30, 2009. With the implementation and collection of 1% of PEG fees incorporated into the Commission's Fiscal Year 2010-11 Budget, Legal Counsel was asked at that time to review and update the License and Operations (L&O) Agreements, pertaining to the Use of Community Programming Channel(s).

Since that time, the Board has adopted the following resolutions at their annual budget meetings, amending the term end date of the License & Operations Agreements:

Resolution Number	Approval Date	Term End Date
2010-006 (Second Amendment)	June 3, 2010	June 30, 2012
2012-014 (Third Amendment)	October 4, 2012	June 30, 2014
2014-010 (Fourth Amendment)	June 5, 2014	June 30, 2015
2015-008 (Fifth Amendment)	June 4, 2015	June 30, 2016
2016-014 (Sixth Amendment)	June 2, 2016	June 30, 2017
2017-008 (Seventh Amendment)	July 19, 2017	June 30, 2018
2018-008 (Eighth Amendment)	June 28, 2018	June 30, 2019

Agenda Item No. 3

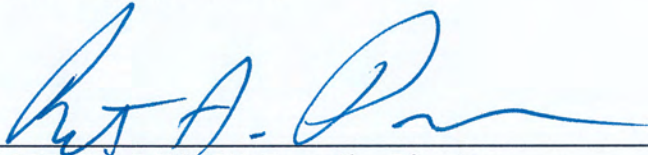
Resolution No. 2019-007, Approving the Ninth Amendment to the License and Operations Agreements Pertaining to Use of Community Programming Channel(s)

Page 2

RECOMMENDATION:

Staff now recommends the Board adopt Resolution No. 2019-007, Approving the Ninth Amendment to the License and Operations Agreements Pertaining to Use of Community Programming Channel Licensees, with an amended term ending June 30, 2020.

Respectfully submitted,



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

Attachments:

Resolution No. 2019-007, Approving the Ninth Amendment to the License and Operations Agreements Pertaining to Use of Community Programming Channel(s)
License and Operations Agreement Pertaining to Use of Community Programming Channel(s) – Access Sacramento

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

RESOLUTION NO. 2019-007

RESOLUTION APPROVING THE PRO FORMA NINTH AMENDMENT TO THE LICENSE AND OPERATIONS AGREEMENTS PERTAINING TO USE OF COMMUNITY PROGRAMMING CHANNEL(S)

WHEREAS, on November 6, 2003, the Commission approved new License and Operations Agreements Pertaining to Use of Community Programming Channel(s), which re-allocated channels and provided a three-year term through June 30, 2006; and

WHEREAS, on June 1, 2006, by Resolution No. 06-012, the Commission amended those Agreements to extend the term by three years ending June 30, 2009; and

WHEREAS, on June 3, 2010, by Resolution No. 2010-006, the Commission approved the Second Amendment to those Agreements to extend the term by two years ending June 30, 2012; and

WHEREAS, on October 4, 2012, by Resolution No. 2012-014, the Commission approved the Third Amendment to those Agreements to extend the term for two years ending June 30, 2014; and

WHEREAS, on June 5, 2014, by Resolution of No. 2014-010, the Commission approved the Fourth Amendment to those Agreements to extend the term ending June 30, 2015, along with new language related to the use of PEG Fee Funding and reporting requirements; and

WHEREAS, on June 4, 2015, by Resolution No. 2015-008, the Commission approved the Fifth Amendment to those Agreements to extend the term ending June 30, 2016; and

WHEREAS, on June 2, 2016, by Resolution No. 2016-014, the Commission approved the Sixth Amendment to those Agreements to extend the term ending June 30, 2017; and

WHEREAS, on July 19, 2017, by Resolution No. 2017-008, the Commission approved the Seventh Amendment to those Agreements to extend the term ending June 30, 2018; and

WHEREAS, on June 28, 2018, by Resolution No. 2018-008, the Commission approved the Eighth Amendment to those Agreements to extend the term ending June 30, 2019.

NOW THEREFORE, BE IT RESOLVED AND ORDERED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION that the Commission approves the Pro Forma Ninth Amendment to the License and Operations Agreement Pertaining to Use of Community Programming Channel(s);

FURTHER, BE IT RESOLVED AND ORDERED that the Executive Director is authorized and directed to prepare the Ninth Amendment to the License and Operations Agreements for the Sacramento Community Cable Foundation DBA Access Sacramento, KVIE, Inc., Interfaith Council of Greater Sacramento DBA Sacramento Faith TV, and the Sacramento Educational Cable Consortium, with an amended term ending June 30, 2020.

FURTHER, BE IT RESOLVED that the Executive Director be and is hereby authorized to execute the Ninth Amendment to the Agreements for all Channel Licensees in the form hereto attached as Exhibit A, on behalf of the SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION, a Joint Powers Agency of the State of California.

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 6th day of June 2019, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chair of the Board

ATTEST:

Clerk of the Board

**PRO FORMA NINTH AMENDMENT TO LICENSE AND OPERATIONS AGREEMENT
PERTAINING TO USE OF COMMUNITY PROGRAMMING CHANNELS**

THIS NINTH AMENDMENT is made and entered into this ____ day of _____ amending that certain Channel License and Operations Agreement Pertaining to Use of Community Programming Channel(s) dated November 6, 2003, first amended on June 1, 2006, second amended on June 3, 2010, third amended on October 4, 2012, fourth amended on June 5, 2014, and fifth amended on June 4, 2015, sixth amended on June 2, 2016, seventh amended on July 19, 2017, and eighth amended on June 28, 2018 by and between the SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION AND _____, hereinafter called and referred to as "Licensee."

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

1. Paragraph A of Section 2 – Term of License, License Fee, Renewal – of said Agreement shall be amended by deleting from there the date " June 30, 2019" and inserting in lieu thereof the date " June 30, 2020."
2. All other terms and conditions of the aforesaid Agreement shall remain in effect and unchanged.

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

CHANNEL LICENSEE

By: _____

Title: _____

Date: _____

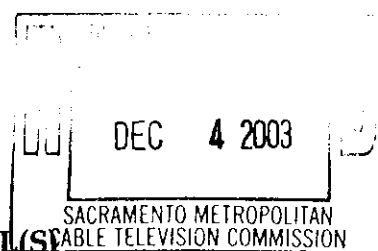
**SACRAMENTO METROPOLITAN
CABLE TELEVISION COMMISSION**

By: _____

Title: _____

Date: _____

LICENSE AND OPERATIONS AGREEMENT
PERTAINING TO
USE OF COMMUNITY PROGRAMMING CHANNEL(S)



THIS AGREEMENT is between the Sacramento Metropolitan Cable Television Commission ("SMCTC") and **Sacramento Community Cable Foundation, DBA Access Sacramento** ("Grantee")

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

A. SMCTC regulates the delivery of cable television services in the Sacramento Metropolitan Area.

B. In connection with agreements with various cable television providers, SMCTC has rights to approximately seven (7) cable television channels as frequency spectrum space on the various systems owned and operated by those providers. These channels are dedicated to the delivery of public, educational, and governmental programming and are commonly referred to as community programming channels.

C. Grantee, a public benefit corporation of the State of California, which is a not for profit organization, wishes to operate a community programming channel(s) under license from SMCTC.

D. SMCTC has determined that Grantee has the knowledge, experience and resources necessary to operate a community channel(s) so as to cablecast programming which is in the public interest.

E. This Agreement sets forth the duties and responsibilities of both SMCTC and Grantee in connection with the use of such channel(s).

THEREFORE, THE PARTIES AGREE:

1. License Granted. SMCTC hereby grants a revocable license to Grantee to use and operate community programming channel number(s) at the times and current channel designations on the cable systems franchised and/or licensed by SMCTC listed below (or their equivalent as carried on the lowest tier of service on various systems):

<u>Channel</u>	<u>Time</u>
17	Seven (7) days per week twenty-four (24) hours per day EXCEPT from 7 a.m. to 5 p.m. Monday through Friday from August 1 st through and including May 31 st .

18 Seven (7) days per week twenty-four (24) hours per day EXCEPT from 8 a.m. to 2 p.m. Monday through Friday from August 1st through and including May 31st.

With the mutual agreement of the respective governing boards of the Licensees, the channel allocations may be changed, modified, traded or otherwise adjusted to improve services to subscribers and the public.

2. Term of License; License Fee; Renewal.

A. The term of the license ends June 30, 2006, subject to the provisions relating to the revocation of the license as provided in section 10.

B. The license fee is One Dollar (\$1.00) per year. SMCTC acknowledges receipt from Grantee of Three Dollars (\$3.00) for the entire license term. No part of the license fee is refundable if the license is surrendered by Grantee or revoked pursuant to Section 10.

C. A license is not automatically renewable. To retain a license after the expiration of the initial term, or any subsequent term, SMCTC must approve a new license agreement with Grantee. Grantee may apply for renewal in a form approved by the Executive Director not earlier than six (6) months prior to the expiration of the current term. In the event the SMCTC decides not to renew a current license, it will provide ninety (90) days written notice to Grantee.

3. No Property Interest Created. In granting this license, SMCTC does not intend to create any property interest (whether real or personal) in favor of Grantee, and Grantee specifically acknowledges that no property interest is being created in its favor in the community programming channel(s) which it is authorized to use under this Agreement, in any of the real or personal property of SMCTC which Grantee uses as part of its operations, or for any other reason.

4. No Agency Relationship Created. The grant of a license under this Agreement creates no agency between SMCTC and Grantee. Grantee is a wholly separate legal entity from SMCTC. Except as may be expressly provided herein, or as otherwise agreed to by the parties in writing, neither SMCTC nor Grantee shall have the power or authority to act on behalf of the other.

5. Funding Process; No Funding Guaranteed.

A. Grantee is aware that SMCTC has in the past provided funding to various non-profit organizations operating community programming channels under channel use agreements. To the extent SMCTC determines to make funds available to community programming channel licensees in the future, Grantee shall be eligible to apply for such funds. It is anticipated that funds will be allocated annually to community programming channel licensees as part of the SMCTC budget process. The method and manner of applying for funds shall be determined by SMCTC from time to time. Funds, if allocated, will be subject to a separate **Annual Funding**

and Performance Agreement which sets forth the obligations of Grantee in accepting funding and the programming and other services Grantee will provide.

B. Notwithstanding subsection 5A., above, the grant of a license under this Agreement does not guarantee to Grantee any monetary funding by SMCTC nor the use of any video telecommunications equipment or other property (whether real or personal) owned, leased, or otherwise possessed by SMCTC.

6. Programming Obligations of Grantee. The programming provided by the Grantee shall meet the requirements of the then current **Policies for Community Programming Licensees** adopted by SMCTC. A copy of the **Policies for Community Programming Licensees** in force at the time of the execution of this Agreement is attached hereto as **Exhibit A** and is hereby incorporated by this reference.

7. No Content Regulation. In granting a license to Grantee under this Agreement, SMCTC is not attempting to regulate, censor, or otherwise determine the content of any broadcast over the community programming channel(s) used and operated by the Grantee; provided, however, that Grantee shall comply with the **Policies for Community Programming Licensees** as set forth in Section 6.

8. Reporting. Beginning on May 1st and November 1st following the beginning of the term of this Agreement and for every May 1st and November 1st thereafter during the term of this License, Grantee shall file a report ("the semi-annual report") with SMCTC, containing the following information for the period ending March 31 and September 30, respectively, and any additional information reasonably requested by the Executive Director, so that SMCTC will be fully informed concerning the activities and viability of Grantee:

A. The source of all revenues in the form of gifts, donations, or grants from any third party, other than from SMCTC, and the dollar amount received from each source.

B. An accounting of all revenue from fees and fundraising identified by type, purpose, and event.

C. An accounting of all revenues received from any third party in consideration of cablecasting any program, service announcement, or other information.

D. The monetary value of any real or personal property received from any third party.

E. The number and types of programs cablecast by Grantee, broken down by subject matter, and stating by whom and where produced.

F. The number of hours of cablecasting, including the number of hours of programming not previously cablecast by Grantee and the number of hours of programming previously cablecast by Grantee.

G. The financial position of Grantee, including revenues and expenditures for the previous six (6) months, assets, liabilities, cash on hand, and other information sufficient for SMCTC to determine whether Grantee has the resources necessary to fulfill its obligations under its license.

H. The number of persons, firms, or entities which pay dues or other consideration to be members of, or participants in, the non-profit organization of Grantee.

I. A list of all programs, classes, or other training mechanisms, including number of persons enrolled in each and any training fee paid, sponsored, supported, or given by Grantee to persons interested in learning about producing, directing, taping, or otherwise creating a product / video program suitable for cablecasting on a community programming channel.

J. A list of all other additional events, associations, programs, classes, or other mechanisms sponsored, supported, or given by Grantee which are in addition to those listed in I above and which are **not** specifically for persons interested in learning about the operations of a community programming channel, or in learning about producing, directing, taping, or otherwise creating a product / video program suitable for cablecasting on a community programming channel.

K. Copies of any newsletter or other publication of Grantee which is distributed to its members, and/or members of the public generally, regarding the activities of Grantee as such activities pertain to the operation of its channel(s).

L. An accounting of the distribution of all Grantee funds, equipment, staff services, gifts, donations, or grants provided to any third party by Grantee.

9. Indemnity and Insurance. Grantee agrees to be bound by the terms and conditions of the then current policy re: **Community Programming Insurance Requirements** adopted by SMCTC. A copy of the **Policy for Community Programming Insurance Requirements** in force at the time of the execution of this Agreement is attached hereto as **Exhibit B** and is hereby incorporated by this reference.

A. Indemnification. Grantee shall, at its sole expense, fully indemnify, defend and hold harmless the SMCTC, the County of Sacramento and the municipalities of Sacramento, Folsom, Galt, Elk Grove, Citrus Heights and Rancho Cordova, and any other municipality within the County of Sacramento that is a member of the Cable Television Commission, 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 attorney's fees or otherwise:

(1) 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, in any way arising out of or through or alleged to arise out of or through the acts or omissions of the Grantee or its officers, agents, employees, or contractors or to which the

Grantee's or its officers, agents, employees or contractors acts or omissions in any way contribute;

(2) Arising out of, or alleged to arise out of, any claim for damages for invasion of the right of privacy, defamation of any person, firm or corporation, or the violation or infringement of any copyright, trade mark, trade name, service mark or patent, or of any other right of any person, firm or corporation in any way arising out of or through or alleged to arise out of or through the acts or omissions of the Grantee or its officers, agents, employees, or contractors or to which the Grantee's or its officers, agents, employees or contractors acts or omissions in any way contribute; and

(3) Arising out of, or alleged to arise out of, Grantee's failure to comply with the provisions of any statute, regulation, or ordinance of the United States, State of California, or any local agency applicable to the Grantee in its business.

Nothing herein shall be deemed to prevent the parties indemnified and held harmless herein from participating in the defense of any litigation by their own counsel at the Grantee's sole expense. Indemnified parties' reimbursements shall be limited to those which are reasonable in light of the circumstances and Grantee is authorized to use funds received under this Agreement to pay such costs if other sources are insufficient. Such participation shall not under any circumstances relieve the Grantee from its duty of defense against liability or of paying any judgment entered against such party.

B. Insurance. Without limiting Grantee indemnification, Grantee shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of Grantee to notify its insurance agent or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Exhibit B.

10. Revocation of License for Specific Violations of this Agreement.

A. SMCTC may revoke the license granted to Grantee at any time if Grantee fails to abide by any provision of this Agreement. A non-exhaustive list of reasons for revocation includes the following:

1. Failure to comply with any provision of this Agreement, including but not limited to the requirement to maintain insurance coverage as provided by Section 9.

2. Failure to comply with any policy of SMCTC applicable to Grantee under this Agreement or otherwise.

3. Failure to maintain adequate funding, resources, or technical expertise necessary to provide programming which meets the requirements under this License or of the **Policies for Community Programming Licensees (Exhibit A)**.

B. In accepting the license, Grantee agrees that, pursuant to Section 3 of this Agreement, it is not acquiring a property interest in its license and no formal due process is required to revoke the license.

C. The Executive Director may recommend to the members of SMCTC ("the Commission") that a license be revoked. Except where the public health, safety, or general welfare require immediate action by the Commission, prior to making any such recommendation to the Commission regarding a license termination, the Executive Director shall meet with the Grantee in an effort to remediate any condition which constitutes a reason for termination of the license. The Executive Director shall specify a time in which action must be taken by the Grantee to correct the condition(s).

D. Notwithstanding the preceding subsection B of this section 10, SMCTC shall provide notice to the Grantee of its intent to revoke the license at least ten (10) calendar days before the meeting of the members of SMCTC ("the Commission meeting") at which action will be taken. Grantee may appear at the Commission meeting and present reasons why the license should not be revoked.

E. SMCTC shall determine whether to revoke the license. The action of SMCTC regarding the license shall be final and binding upon Grantee.

F. Should SMCTC determine that, based upon the reasons stated by the Grantee, there needs to be additional facts available for it to make a decision on revocation, it may appoint a sub-committee of SMCTC or a third party to act as a fact finder and render a report to SMCTC at a subsequent Commission meeting.

11. Termination or Modification of License for the General Welfare. SMCTC may, at any time, determine that it is in the best interests of SMCTC that a license be terminated or modified. Such termination or modification will be for reasons other than a violation of this Agreement as set forth in Section 10 (e.g., lack of available funding, need to reduce the number of channels a licensee may operate, etc.). Except in situations necessary to protect the public health, safety, or welfare, SMCTC shall provide to a licensee ninety (90) calendar days notice of termination or modification of a license.

The decision of SMCTC to terminate or modify a license under this section 11 shall be final and binding on the Grantee.

12. Discrimination. Grantee shall not discriminate in employment, in educational opportunities to third parties, in the production of programming (including in the hiring of third parties to produce, or assist in the production of, any program intended to be cablecast by Grantee), or in membership of its non-profit organization, on the basis of race, national origin, religion, sex, gender, sexual preference, political affiliation, age (over 40), or disability.

13 Miscellaneous.

A. Integrated Agreement. This Agreement contains all the understandings of the parties. All prior understandings, whether written or oral, are superceded hereby and of no further force or effect. All modifications hereto shall be in writing.

B. State, Federal and Local Laws; Policies Generally Applicable to Licensees.

1) Grantee agrees to abide by all State, Federal, and municipal laws applicable to it.

2) Grantee agrees to be bound by all current and future policies of SMCTC generally applicable to all community programming licensees. If there is a conflict between a policy and this Agreement, the provisions of this Agreement shall prevail.

C. Choice of Law; Venue. This Agreement shall be interpreted according to the laws of the State of California. Venue of any action regarding this Agreement shall be in the Superior Court of Sacramento County, or, if applicable, the United States District Court for the Eastern District of California.

D. Agreement Voluntarily Entered Into. Each party represents that it has entered into this Agreement with full knowledge of its contents and having had the opportunity to consult with legal counsel of its choice. No extraneous inducement has been offered by either party to the other to enter into this Agreement.

E. Section Headings. The headings on each section or subsection of this Agreement are for the convenience of the parties only and are not intended to change the substance of any portion of this Agreement.

F. Partial Invalidity. If a portion of this Agreement is held invalid by a court of competent jurisdiction, and the remainder of the Agreement may be carried out without material detriment to either party, the remainder of the Agreement shall remain in full force and effect.

G. Ambiguity. For purposes of interpreting this Agreement, or any section of it, neither party shall be considered to have drafted or authored the Agreement or section.

H. Assignment. This Agreement is considered to be an agreement for Grantee to provide special and unique services. As a consequence, neither the Agreement, any part of it, or the license issued under it, may be assigned by Grantee.

I. Waiver. A waiver of one provision of this Agreement by either party shall not be construed as a waiver of any other provision.

J. Effective Date. This Agreement is effective on the date signed by the Chairman of the Commission after it has been signed by Grantee and forwarded to the Commission for approval.

Dated: 11/6/03

Sacramento Metropolitan Cable
Television Commission

By: [Signature]
Chairman

Attest:

[Signature]
Secretary

Dated: 12/2/03

Sacramento Community Cable
Foundation, DBA Access Sacramento

By: [Signature]
Its: Executive Director

Exhibit A - Policies for Community Programming Licensees

Exhibit B - Policies for Community Programming Insurance Requirements

Exhibit A: Policies for Community Programming Licensees

GENERAL POLICY

Licensee operations shall further the development, implementation, acquisition and presentation of community programming programs for cablecast on the channel(s) provided under license are for the benefit of the greater Sacramento community.

- Cablecasting of instructional and educational programs for in-school and at-home use to serve the complete age range of pre-school through adult including university, community college, and/or high school academic credit courses for all educational levels and programs and service needs identified by the local educational community. Instructional programs may include staff development, in-service and promotional activities, and training in video production for community members, teachers and students and educational programs to inform and enrich including public affairs and government programming; health, consumer and business information; religion; and other societal issues.
- Simple, readily available public access to the cable system(s) with not less than a 72-hour delay.
- Low cost training of the public in media production for the purpose of generating programming for cablecast.
- Cablecasting entertainment programs that provide the opportunity for creative and free expression including the performing and visual arts.
- Audio program services including cultural, news and public affairs programming.
- Cablecasting entertainment and historical programs about the Sacramento region.
- Administration, promotion, and evaluation to support community.

"Community Programming" -- means cablecasts which consist of topics of special interest to the Sacramento community or defined element thereof and which are not "obscene" under the laws of California and/or other applicable laws; including matters of a political, governmental, sociological, religious, educational, instructional, cultural, artistic, health oriented, ethnic, economic, recreational, charitable and philanthropic nature. Community Programming does not include:

- a) advertising by and on behalf of candidates for public office;
- b) a lottery as defined by FCC regulation or any advertisement of or information concerning a lottery; or
- c) libelous or slanderous material.

Brown Act. Licensee, as a condition of accepting a License and/or funding SMCTC shall, regardless of its organizational structure, comply with the provisions of the Ralph M. Brown Act (Govt. Code § 54950 *et seq.*), as it now exists and may hereafter be amended, as to any discussions and/or decisions of Licensee's governing board relating to the expenditure of all or any portion of the funds provided pursuant to this Agreement.

Conflict of Interest. Licensee shall not, directly or indirectly, purchase goods or services or otherwise fund any person or entity in which any of Licensee's directors, officers, agents or employees, have or will acquire any direct or indirect interest.

User Fees and Charges. Use of channel(s), facilities and equipment shall be provided to members of the general public and representatives of non-profit organizations and public agencies by Licensee at its sole cost and expense, without fees or charges, subject to the licensee retaining the right to reasonably regulate how, where, and when such items may be used. The preceding sentence does not apply to licensees operating in educational facilities (i.e., public or private primary, secondary, and post-secondary schools).

However, upon the prior approval of SMCTC, Licensee may establish and levy reasonable user fees and charges in connection with the use of such facilities and equipment.

Licensee may conduct fund-raising activities such as telethons, auctions, and membership drives on the channels whose use is authorized by SMCTC if the activity meets the following criteria:

- (1) All funds generated from such activity shall be used in support of Licensee's cablecasting activities on the channel(s).
- (2) Licensee may not use the channel(s), facilities or equipment whose use is authorized by SMCTC to raise funds for any other organization or any purpose other than those stated above without the prior approval of SMCTC.

Programming Liability. Notwithstanding the requirements imposed on Licensee, Licensee shall be fully responsible for all programs cablecast on channels licensed herein. Licensee agrees to indemnify and hold harmless SMCTC, the County of Sacramento, and the municipalities of Sacramento, Folsom, Galt, Citrus Heights, Elk Grove and Rancho Cordova, and any other municipality within the County of Sacramento that is a member of SMCTC, from any and all claims or other injury (including reasonable cost of defending claims or litigation) arising from or in connection with claims of loss or damage to person or property arising out of the failure to comply with any applicable laws, rules, regulations, or other requirements of local, state, or federal authorities, for claims of libel, slander, invasion of privacy, or infringement of common law or statutory copyright, for breach of contract or other injury or damage in law or equity which claims result from Licensee's use of channels, funds, equipment, facilities, or staff provided under the auspices of the SMCTC.

Copyright Clearance.

- a) Before cablecasting any program Licensee shall make all appropriate arrangements to obtain all rights to all material cablecast and clearances from broadcast stations, networks, sponsors, music licensing organizations' representatives, and without limitation from the foregoing, any and all other persons as may be necessary to transmit its or their program material over Licensee's authorized channel(s).

- b) Before cablecasting transmissions for audio use only, Licensee shall obtain all required rights to all material cablecast and shall obtain all required clearances from broadcast stations, networks, sponsors, music licensing organizations' representatives, and without limitation from the foregoing, all other persons as may be necessary to transmit its or their program material over a SMCTC authorized cable television system.

Copyright and Ownership. Licensee shall have an ownership interest in the copyright of all programs and materials sufficient to control distribution and re-presentation and shall own such an interest in all programs and materials produced by Licensee with funds, equipment, or staff provided under by the SMCTC.

Distribution Rights.

- a) Licensee shall require that, except with SMCTC's permission, all programs produced in whole or in part with equipment, facilities, or staff granted under the auspices of the SMCTC shall be distributed only on the channel(s) whose use is authorized by this Agreement.
- b) Additional payments required to obtain cable television distribution rights for programs acquired primarily for broadcast use may be made by Licensee from funds granted under this Agreement.
- c) At the beginning and end of each day that video programming is cablecast on the channel(s) whose use is authorized by SMCTF, Licensee shall display a credit stating "Funds for the operation of this channel are provided in part by the Sacramento Metropolitan Cable Television Commission". The current address and telephone number of the Commission shall also be displayed.
- d) Licensee may exchange programming with commercial broadcast channels provided that:
 - (1) Licensee obtains permission from all persons who have an interest or right in the programming;
 - (2) the commercial broadcast channel credits the programming to Licensee under the auspices of SMCTC;
 - (3) the programming has first been cablecast on the channels provided under the auspices of the SMCTC.

Authority of Licensee. Unless otherwise stated herein, Licensee shall have sole discretion to resolve the following types of issues and questions with regard to Community Programming:

- a) The time or date on which a particular program will be cablecast;
- b) Whether the production quality of a particular program is sufficient to warrant cablecasting to subscribers;

- c) In the event of a demand to program channels or time thereon allocated to Community Programming which exceeds the capacity of the channels (i.e., a demand for programming which exceeds the volume which can be accommodated by twenty-four (24) hours per day, seven (7) days per week cablecasting), the determination of which programs are to be cablecast and which are not;
- d) The permissible length of a program;
- e) The appropriateness of the content of a program;
- f) The monopolization by particular users of channel time, facilities or equipment;
- g) In the event of a demand to utilize production facilities or equipment which exceeds capacity, determination of who will be permitted use and who will not be;
- h) Denial of the use of facilities or equipment on the basis of past abuse, misuse, or inadequate care thereof; and,
- i) Determination of staffing levels to assist particular parties in the production of programming or assist in the production of particular types of programming.

Equipment Ownership. . Licensee shall not sell or transfer equipment or facilities provided under the auspices of the SMCTC without the prior written approval of SMCTC.

Upon the termination, revocation, or cancellation of a License Agreement, Licensee shall immediately, at Licensee's option, either deliver to SMCTC all equipment, exclusive of fixtures, then in Licensee's possession or reimburse SMCTC for the then fair market value of all funded equipment or the proportional interest of the Commission-funded portion thereof then in Licensee's possession.

Financial Records; Audit. The financial records of Licensee shall be available at all times for inspection by SMCTC or its authorized representatives.

A Licensee shall provide, as part of the semi-annual reports required by Section 8 of the License Agreement, an unaudited financial report.

SMCTC may, at any time, at the sole expense of SMCTC cause the books and records of the License to be audited by a duly qualified professional.

Litigation- Expenditure of SMCTC Funds against SMCTC Prohibited. Licensee shall not expend any funds received from SMCTC to pay costs or attorney's fees in any litigation in which Licensee asserts or attempts to assert any cause of action whatsoever against SMCTC, the County of Sacramento, the municipalities of Sacramento, Folsom, Galt, Citrus Heights, Elk Grove or Rancho Cordova, and any other municipality within the County of Sacramento that is a member of the SMCTC, and/or the directors, employees, or officers of such entities.

Exhibit B. Policies for Community Programming Insurance Requirements

Without limiting Licensee's indemnification and prior to exercising its License, Licensee shall procure and maintain at Licensee's sole expense, for the duration of the License Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with activities of the Licensee, its agents, representatives, employees or subcontractors as follows:

a) Minimum Scope of Insurance. Insurance coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001) including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury.
- (2) Insurance Services Office Business Auto Coverage form number CA 0001 covering Automobile Liability Code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employers Liability insurance.

b) Minimum Limits of Insurance. Licensee shall maintain limits of insurance no less than:

(1) General Liability:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000

- (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation: Statutory
- (4) Employers Liability: \$1,000,000 per accident for bodily injury or disease.

c) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by SMCTC in its sole and complete discretion.

d) Other Insurance Provisions. The insurance policies required hereunder are to contain, or be endorsed to contain, as applicable, the following provisions:

(1) COMMERCIAL GENERAL LIABILITY AND COMMERCIAL AUTOMOBILE COVERAGES.

- (a) The SMCTC and SMCTC's officers, officials, employees, agents, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Licensee; services, products and completed operations of the Licensee; premises owned, occupied or used by the Licensee; and automobiles owned, leased, hired or borrowed by the Licensee. The coverage shall contain no special limitations on the scope of protection afforded to the SMCTC or SMCTC's officers, officials, employees, or volunteers, except as shall have the prior written approval of SMCTC.
- (b) For any claims related to the activities of Licensee, the Licensee's insurance coverage shall be primary insurance as respects the SMCTC and SMCTC's officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the SMCTC or SMCTC's officers, officials, employees, agents or volunteers shall be excess of the Licensee's insurance and shall not contribute with Licensee's insurance.
- (c) The Licensee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE. The insurer shall agree to waive all its rights of subrogation against the SMCTC and SMCTC's officers, officials, employees, agents and volunteers, which might arise by reason of payment under such policy in connection with the activities of the Licensee.

(3) ALL COVERAGES. The Licensee shall maintain all insurance coverages in place at all times and provide the SMCTC with evidence of each policy's renewal ten (10) days in advance of its anniversary date. Each insurance policy shall be endorsed to state that coverage shall not be canceled by either party except after thirty -(30) days' written notice for cancellation or sixty (60) days' written notice for non-renewal has been given to SMCTC. For non-payment of premium 10 days prior written notice of cancellation is required.

- (a) ACCEPTABILITY OF INSURERS. Insurance is to be placed with insurers with a current rating of no less than A-: VII by A.M. Best's Insurance Services. SMCTC's Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of SMCTC and the general public are adequately protected.
- (b) VERIFICATION OF COVERAGE. Prior to performing any other term or condition of this Agreement Licensee shall furnish SMCTC with current certificates of insurance for the duration of this Agreement evidencing coverage required by this Agreement. Certified copies of required endorsements shall be

attached to the certificates provided. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in SMCTC's sole and absolute discretion, approved by SMCTC before any act is performed by Licensee and before any funds are released by SMCTC to Licensee. SMCTC reserves the right to require complete, certified copies of all required insurance policies including endorsements, effecting coverage required by this Agreement.

- (c) **SUBCONTRACTORS.** Licensee shall be responsible for the acts and omissions of all its subcontractors and shall require all its subcontractors to maintain adequate insurance
- (d) **INSURANCE LIMITS DO NOT LIMIT LICENSEE LIABILITY.** The limits of insurance described herein shall not limit the liability of the Licensee and Licensee's agents, representatives, employees or subcontractors.
- (e) **SMCTC FUNDS MAY BE USED.** SMCTC funds may be used for purchase of any insurance required by this Agreement. Current certificates evidencing the maintenance of Licensee's insurance shall be filed with SMCTC.
- (f) **COPIES TO BE FURNISHED.** Upon written request by SMCTC, a duplicate original of each insurance policy required to be purchased or maintained hereunder and all endorsements shall be furnished to SMCTC.
- (g) **COVERAGE REVIEW AND ADEQUACY.** SMCTC retains the right at any time to review the coverage, form and amount of the insurance required herein. If, in the opinion of SMCTC's Risk Manager, the insurance provisions in these requirements do not provide adequate protection for SMCTC or the public, SMCTC may require Licensee to obtain insurance sufficient in coverage, form and amount to provide adequate protection from and against the kind and extent of risks that exist at the time a change in insurance is required.
- (h) **NOTICE OF CLAIMS.** If any claim for damages is filed with Licensee or if any lawsuit is instituted against Licensee, that arise out of or are in any way connected with Licensee's acts or omissions that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect SMCTC, Licensee shall give prompt and timely notice thereof to SMCTC. Notice shall not be considered prompt and timely if not given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.



SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

799 G Street, 4th Floor, Sacramento, CA 95814 ♦ (916) 874-6661 ♦ Fax: (916) 854-9666 ♦ www.sacmetro cable.tv

A Joint Powers Agency Representing Sacramento County and the Cities of Citrus Heights, Elk Grove, Folsom, Galt, Rancho Cordova and Sacramento

AGENDA ITEM NO. 4

DATE: June 6, 2019

TO: Chair and Board of Directors

FROM: Robert A. Davison, Executive Director

SUBJECT: **RESOLUTION NO. 2019-008, APPROVING THE CLOSED CAPTIONING SERVICES AGREEMENT WITH ABERDEEN CAPTIONING, INC.**

RECOMMENDATION:

It is recommended the Board adopt Resolution No. 2019-008, Approving the Closed Captioning Services Agreement with Aberdeen Captioning, Inc. for Fiscal Year 2019-20, to provide closed captioning services for government meetings cablecast on Metro Cable 14, the local government cable television channel in Sacramento County.

BACKGROUND/DISCUSSION:

The Sacramento Metropolitan Cable Television Commission (Commission) entered into an Agreement for Closed Captioning Services with VITAC (previously, Caption Colorado) on December 19, 2006, resulting from the RFP issued in May 2006 for closed captioning services.

During the 2018-19 budget hearing held on June 28, 2018, the Board requested that staff issue an RFP for closed captioning services as it has been several years since the last one was issued.

On February 9, 2019, the Commission issued a Request for Proposal (RFP) for closed captioning services to obtain proposals from qualified firms or vendors specializing in providing live, real-time, broadcast quality closed captioning services.

The RFP sought closed captioning services for government meetings cablecast on Metro Cable 14, the local government cable television channel in Sacramento County. In total, there are twenty-two (22) governmental entities, including the Commission and its seven (7) member agencies, that have meetings or hearings cablecast by Metro Cable 14.

The deadline for interested firms or vendors to submit proposals to the Commission was March 4, 2019, at 4:00 p.m. Staff reviewed proposals submitted by four vendors. Based on the selection criteria, Aberdeen Captioning, Inc. was ranked first overall.

Legal Counsel has prepared a Closed Captioning Agreement with Aberdeen Captioning, Inc. for Fiscal Year 2019-20.

Agenda Item No. 4

Resolution No. 2019-008, Approving the Closed Captioning Services Agreement with Aberdeen Captioning, Inc.

Page 2

Recommendation

It is recommended the Board adopt Resolution No. 2019-008, approving the Closed Captioning Services Agreement with Aberdeen Captioning, Inc., and authorize the Executive Director to execute the agreement, subject to minor modifications that may be approved by Legal Counsel.

Respectfully submitted,



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

Attachments:

Resolution No. 2019-008, Approving the Closed Captioning Services Agreement (Attachment A)
Closed Captioning Services Agreement with Aberdeen Captioning, Inc. (Attachment B)

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

RESOLUTION NO. 2019-008

**A RESOLUTION APPROVING CLOSED CAPTIONING SERVICES
AGREEMENT WITH ABERDEEN CAPTIONING, INC.**

WHEREAS, the Sacramento Metropolitan Cable Television Commission (Commission) entered into an Agreement for Closed Captioning Services with VITAC (previously, Caption Colorado) on December 19, 2006; and

WHEREAS, on February 9, 2019, the Commission issued a Request for Proposal for closed captioning services for government meetings and public hearings cablecast on Metro Cable 14, the local government cable television channel for Sacramento County; and

WHEREAS, Aberdeen Captioning, Inc. was ranked first overall among vendors who submitted proposals by the March 4, 2019 deadline to provide closed captioning services to the Commission; and

WHEREAS, the Commission desires to hire Aberdeen Captioning, Inc. to perform closed captioning services for FY 2019-20; and

NOW THEREFORE, BE IT RESOLVED AND ORDERED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION that the Commission approves the closed captioning services agreement attached hereto with Aberdeen Captioning, Inc.

FURTHER BE IT RESOLVED that the Commission's Executive Director be and is hereby authorized to execute the 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 Governing Board of the Sacramento Metropolitan Cable Television Commission, State of California, this 6th day of June 2019, by the following vote, to wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

Chair of the Board

ATTEST:

Clerk of the Board



SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

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A Joint Powers Agency Representing Sacramento County and the Cities of Citrus Heights, Elk Grove, Folsom, Galt, Rancho Cordova and Sacramento

ATTACHMENT B

FISCAL YEAR 2019-20 CLOSED CAPTIONING SERVICES AGREEMENT

This Agreement ("Agreement") is made and entered into as of June ____, 2019, by and between the Sacramento Metropolitan Cable Television Commission, a joint powers agency ("Commission"), and Aberdeen Captioning, Inc., a California corporation ("Contractor") who agree as follows:

AGREEMENT

1. Services.

Contractor shall provide Commission with the services described in the Commission's Scope of Services attached hereto as Exhibit A.

2. Compensation.

a. Subject to section 2(b) below, Commission shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit B.

b. In no event shall the total amount paid for services rendered by Contractor under this Agreement exceed the sum of charges set forth in the pricing sheet attached hereto as Exhibit B. Contractor shall submit monthly invoices with a detailed description of the work performed to Commission on or before the 10th day of each month. Commission shall pay invoices within thirty (30) days of receipt.

3. Additional Work.

If changes in the work seem merited by Contractor or Commission, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to Commission by Contractor with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by Commission and executed by both Parties before performance of such services, or Commission will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, records, data, and other evidence pertaining to the performance of this Agreement and costs incurred shall be maintained by Contractor and made available at all reasonable times during the contract period and for five (5) years from the date of final payment under the contract for inspection by Commission.

5. Time of Performance.

This Agreement shall be effective July 1, 2019 and shall terminate on June 30, 2020, 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 this Agreement. Contractor will commence to provide services within five (5) days from the execution of this Agreement.

6. Delays in Performance.

a. Neither Commission nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Laws.

a. Contractor shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. Contractor represents and warrants to Commission that it has or will obtain, at Contractor's sole cost and expense, all licenses, permits, City/County Business Operations Tax Certificate(s), qualifications and approvals that are legally required for Contractor to provide the services required by this Agreement.

8. Standard of Care.

Contractor's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the geographical area Contractor provides services in, under similar conditions.

9. Assignment and Subcontractors.

Contractor shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of Commission, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Contractor shall be permitted to subcontract the performance of all or a part of its obligations pursuant to this Agreement. Nothing contained herein shall prevent Contractor from employing independent associates, and subcontractors as Contractor may deem appropriate to assist in the performance of services hereunder. Subcontractors must perform work in accordance with the requirements and expectations described in this Agreement. Noncompliance may result in the cancellation of this Agreement without penalties or liabilities to Commission.

10. Independent Contractor.

Contractor is retained as an independent contractor and is not an employee of Commission. No employee or agent of Contractor shall become an employee of Commission. The work to be performed shall be in accordance with the work described in this Agreement. Commission shall have the right to control the results of Contractor's services, but not the means by which Contractor accomplishes services pursuant to this Agreement.

11. Consultant Not Agent.

Contractor shall have no authority, express or implied, to act on behalf of Commission in any capacity whatsoever as an agent, or to bind Commission to any obligation whatsoever.

12. Insurance.

Contractor shall not commence work for Commission until it has provided evidence satisfactory to Commission that it has secured all insurance required under this section and as specified in Exhibit C attached hereto. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required in Exhibit C.

13. Indemnification.

a. To the fullest extent permitted by law, Contractor shall defend (with counsel of Commission's choosing), indemnify and hold Commission, its officials, officers, employees, agents, member agencies, and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants, or agents in connection with the performance of the Contractor's services, or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Commission, its officials, officers, employees, agents, member agencies, or volunteers.

b. Contractor shall defend, with counsel of Commission's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against Commission, its officials, officers, employees, agents, member agencies or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Contractor, its officials, officers, employees, agents, member agencies or volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse Commission for the cost of any settlement paid by Commission, its officials, officers, employees, agents, member agencies or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for the Commission's attorney's fees and costs, including expert witness fees. Contractor shall reimburse Commission, its officials, officers, employees, agents, member agencies and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Commission, its officials, officers, employees, agents, member agencies and volunteers.

c. Commission acknowledge its understanding and agrees that current industry standards accept that real-time captioning services are subject to the likelihood of human, technical, or machine errors, omissions, delays, and losses, including inadvertent loss of content (collectively, "Errors") and that such Errors within the scope of industry standards shall not constitute a negligence act or omission or willful misconduct for purposes of section 13(a).

14. Prohibited Interests.

Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

For the term of this Agreement, no director, official, officer or employee of Commission, during the term of his or her service with Commission, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom. Contractor warrants and covenants that no official or employee of Commission, nor any business entity in which an official or employee of Commission is interested, (1) has been employed or retained to solicit or aid in the procuring of this Agreement; or (2) will be employed in the performance of this Agreement without the immediate divulgence of such fact to the Commission Attorney and Commission Executive Director. Contractor further covenants that it has not offered or given gratuities in the form of entertainment, gifts, or otherwise to any member, officer, or employee of Commission with a view toward securing favorable treatment in the award, modification, or performance evaluation of this Agreement. For breach or violation of this warranty, Commission shall have the right to rescind this Agreement without liability, and, at the Commission's discretion, recover the full amount of any such compensation paid to such official, employee or business entity.

15. Termination or Abandonment.

a. Commission has the right to terminate this Agreement for cause or breach if Contractor fails to perform any of its obligations in accordance with this Agreement, files a petition in bankruptcy or for reorganization, or becomes insolvent. If Commission cancels this Agreement for breach, Commission shall provide Contractor written Notice of Cancellation. Contractor shall have thirty (30) calendar days from receipt of such Notice to cure the breach, or longer time as may be set forth in the Notice of Cancellation. If the breach is not cured to Commission's written satisfaction, then cancellation of the Agreement shall become effective on the date specified by Commission's Notice of Cancellation. Notice of written satisfaction shall not be unreasonably withheld by Commission. Commission shall be entitled to recover from Contractor all loss, costs, or damage reasonably incurred by Commission to provide the same level of services as set forth in this Agreement had this Agreement not been cancelled for breach and may obtain any relief available at law or inequity.

b. Commission has the right to terminate this Agreement without cause, and for any reason, at any time, by giving Contractor thirty (30) calendar days' written notice.

c. Commission shall pay Contractor the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable

value of such services, based on an amount mutually agreed to by Commission and Contractor of the portion of such task completed but not paid prior to said termination. Commission shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

16. Notice.

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

COMMISSION:

Sacramento Metropolitan
Cable Television Commission
799 G Street, 4th Floor
Sacramento, CA 95814
Attn: Executive Director

CONTRACTOR:

Aberdeen Captioning, Inc.
30071 Tomas, Suite 1000
Rancho Santa Margarita, CA 92688
Attn: Becky Isaacs

and shall be effective upon receipt thereof.

17. Third Party Rights.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Commission and Contractor.

18. Equal Opportunity Employment.

Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, sexual orientation, physical or mental handicap, or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

19. Entire Agreement.

This Agreement, with its exhibits, represents the entire understanding of Commission and Contractor as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

20. Severability.

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

21. Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

22. Time of Essence.

Time is of the essence for each and every provision of this Agreement. Contractor shall devote such time and resources to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory accomplishment of the Contractor's obligations under this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

23. Counterparts.

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

24. Interpretation.

This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit or against the party responsible for any particular language in this Agreement. Headings are used for reference purposes only and should be ignored in the interpretation of the Agreement.

25. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Sacramento, State of California.

26. Attorney's Fees.

In the event suit is brought by either party to enforce the terms and provisions of this Agreement or to secure the performance hereof, the prevailing party shall be entitled to recover attorney's fees and costs of litigation.

27. Notification of Claim.

If any claim for damages is filed with Contractor or if any lawsuit is instituted against Contractor, that arise out of or are in any way connected with Contractor's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect Commission, Contractor shall give prompt and timely notice thereof to Commission. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

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

ABERDEEN CAPTIONING, INC.

**SACRAMENTO METROPOLITAN CABLE
TELEVISION COMMISSION**

By:

By:

Executive Vice President

Executive Director

EXHIBIT A
Scope of Services

1. Contractor shall provide real-time, broadcast quality captioning services for any combination of the government meetings or public hearings for the agencies (shown on the following list in this Exhibit A) cablecast on Metro Cable 14, and other meetings that may be cablecast on Metro Cable 14.

Contractor shall provide adequate personnel to provide continuous, uninterrupted, real-time captioning through the conclusion of each meeting.

Meetings will regularly have multiple speakers and comments from members of the public. Meetings begin in the morning or afternoon and may go into the evening hours. On rare occasions, **evening meetings may run beyond midnight**. Occasionally, up to four meetings can be scheduled on the same day and at the same time, but at different locations.

2. Contractor preparation is required prior to each meeting. Contractor shall prepare dictionaries for each meeting; these will need to be updated and maintained regularly and available to each Certified Real-time Captioner.

Copies of meeting agendas will be made available, (and in some cases, reports and listings of Board/Council members and relevant list of staff names and titles will also be made available) by contacting Metro Cable's Programming Coordinator at (916) 874-7685. The Programming Coordinator is also available to assist Certified Real-time Captioner(s) to establish and maintain a captioning dictionary for Commission Member Agency and local government entity meetings.

3. Supply all equipment, software, training, connections, etc. necessary to interface with Commission's equipment.

4. Provide an accuracy rate as close to verbatim as possible and not paraphrased.

5. Provide Real-time Captioners with experience in comparable real-time captioning (e.g., Board Meetings, public hearings, etc.). Captioners shall be Certified Real-time Captioners in accordance with normal industry workmanship and performance standards.

6. Provide real-time captioning services for additional meetings as required by Commission.

7. Subcontractors, if used, must meet all the same requirements and expectations listed in this Exhibit A or this agreement. Non-compliance may result in the cancellation of the agreement without penalties to Commission.

Fiscal Year 2019-20 Closed Captioning Services Agreement

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AGENCY MEETINGS CABLECAST ON METRO CABLE 14

(Metro Cable is on Channel 14 on AT&T U-verse, Comcast, and Consolidated Communications in the Sacramento area.)

CABLE TELEVISION COMMISSION	Cablecast Live/Taped	Meeting Frequency	Meeting Day(s)	Meeting Start Time	Meetings in CY 2018
Sacramento Metropolitan Cable Television Commission	Live	Quarterly	1st Thursday	2:30 PM	2
COMMISSION MEMBER AGENCIES	Cablecast Live/Taped	Meeting Frequency	Meeting Day(s)	Meeting Start Time	Meetings in CY 2018
Citrus Heights City Council	Live	Bi-Weekly	2nd & 4th Wednesday	7:00 PM	23
Elk Grove City Council	Taped	Bi-Weekly	2nd & 4th Wednesday	6:00 PM	25
Folsom City Council	Taped	Bi-Weekly	2nd & 4th Tuesday	6:30 PM	23
Galt City Council	Taped	Bi-Weekly	1st & 3rd Tuesday	6:00 PM	20
Rancho Cordova City Council	Taped	Bi-Weekly	1st & 3rd Monday	5:30 PM	25
Sacramento City Council	Live	Weekly	Tuesday	5:00 PM	61
Sacramento County Board of Supervisors	Live	Bi-Weekly	2nd & 4th Tuesday 2nd & 4th Wednesday	9:30 AM 2:00 PM &/or 6:00 PM (if needed)	41
OTHER AGENCIES	Cablecast Live/Taped	Meeting Frequency	Meeting Day(s)	Meeting Start Time	Meetings in CY 2018
First Five Sacramento Commission	Live	Monthly	Monday	12:30 PM	8
Sacramento Air Quality Management District	Live	Monthly	4th Thursday	9:00 AM	9
Sacramento Area Flood Control Agency (SAFCA)	Live	Monthly	3rd Thursday	3:00 PM	12
Sacramento City Unified School District	Taped	Bi-Weekly	1st & 3rd Thursday	6:30 PM	19
Sacramento County Community Corrections Partnership	Live	Every Other Month	1st Thursday	8:30 AM	2
Sacramento Environmental Commission	Live	Quarterly	3rd Monday	6:30 PM	3
Sacramento Local Agency Formation Commission (LAFCo)	Live	Monthly	1st Wednesday	5:30 PM	8
Sacramento Metropolitan Fire District	Taped	Bi-Weekly	2nd & 4th Thursday	6:00 PM	20
Sacramento Municipal Utility District (SMUD)	Taped	Monthly	3rd Thursday	6:00 PM (Occasionally at 9:00 AM)	12
Sacramento Public Library Authority	Live	Monthly	4th Thursday	3:00 PM	8
Sacramento Regional County Sanitation Districts	Live	Bi-Weekly	2nd & 4th Wednesday	9:30 AM	11
Sacramento Regional Solid Waste Authority	Live	Monthly	2nd Thursday	3:00 PM	5
Sacramento Regional Transit District (RT)	Taped	Bi-Weekly	2nd & 4th Monday	5:30 PM	15
Sacramento Transportation Authority (STA)	Live	Monthly	2nd Thursday	1:30 PM	9

EXHIBIT B
Schedule of Charges

Live Captioning Hourly Rate: \$89.94 per hour
(For live and live-to-tape remote closed caption service.)

- Scheduled time or estimated meeting length, the scheduled time is the minimum bill (example: meeting is scheduled from 6-9pm then the minimum bill is three (3) hours).
- Additional unscheduled live captioning services billed an hour (1) minimum.
- Billing is in one (1) hour increments after the minimum for all live captioning services.
- Cancellation must be made 24 hours in advance of scheduled event in order not to be billed. Any cancellation less than 24 hours will be billed the scheduled time. Note: Cancellations must be made by phone and e-mail to Consultant's Account Manager.
- Commission must provide estimated meeting times and lengths. Aberdeen will provide closed captioning to the best of its abilities for meetings that go beyond scheduled times.
- Consultant guarantees its captioners to write 200 words a minute with 98% accuracy or higher if there is clean audio without any major accents, and with client furnished support materials.
- Initial set-up per encoder connection will be at no charge if set up is kept to five (5) minutes per encoder.
- Pro-support fees for technical support may be assessed at hourly rate for testing or technical support that extends beyond the scheduled meeting times.

Post-production Captioning Rate (from scratch): \$200.00 per half hour (30 min) for general, post-production captioning services.

Post-production Captioning Rate (Caption Edit): \$100.00 per hour based on 15-minute labor increments. (Example: A caption edit that takes 30 minutes to fix would incur a \$50.00 minimum charge.)

Additional File Export Fees: \$25.00 to \$50.00 typically per export above and beyond already included transcripts in text (.txt) format. Such exports may include such file formats as .scc, .srt, .vtt, .xml, etc.

- Post-production captioning, due to technical difficulties and/or the decision made to add the captions later.
- Standard turnaround time for post-production is five (5) business days. However, faster turnaround times may be available.
- Aberdeen will follow the latest FCC Rule 79.1 in reference to accuracy, completeness, synchronicity and placement.

EXHIBIT C Insurance Requirements

Without limiting Contractor's indemnification, Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives or employees. Commission shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of Commission, insurance provisions in these requirements do not provide adequate protection for Commission and for members of the public, Commission may require Contractor to obtain insurance sufficient in coverage, form and amount to provide adequate protection. Commission's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

Verification of Coverage

Contractor shall furnish Commission with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** Commission may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of Commission and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by Commission before performance commences. Commission reserves the right to require that Contractor provide complete, certified copies of any policy of insurance including endorsements offered in compliance with these specifications.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. General Liability: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by Commission.
2. Automobile Liability: Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).
3. Worker's Compensation: Statutory requirements of the State of California and Employer's Liability Insurance.
4. Professional or Errors and Omissions Liability: Insurance appropriate to the Contractor's profession.
5. Umbrella or Excess Liability: Policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products-Completed Operations Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$100,000

2. Automobile Liability: Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.

3. Workers' Compensation: Statutory.

4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

5. Professional Liability or Errors and Omissions Liability: \$1,000,000 per claim and aggregate.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by Commission.

Claims Made Professional Liability Insurance

If professional liability coverage is written on a Claims Made form:

1. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by Contractor.

2. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.

3. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

Other Insurance Provisions

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

All Policies

1. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than **A-VII**. Commission may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of Commission and the general public are adequately protected.
2. Maintenance of Insurance Coverage: The Contractor shall maintain all insurance coverages in place at all times and provide Commission with evidence of each policy's renewal ten (10) days in advance of its anniversary date. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days' written notice for cancellation or sixty (60) days' written notice for non-renewal has been given to Commission. For non-payment of premium ten (10) days prior written notice of cancellation is required.

Commercial General Liability and/or Commercial Automobile Liability

1. Additional Insured Status: Commission, its officers, directors, officials, employees, member agencies, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no endorsed limitations on the scope of protection afforded to Commission, its officers, directors, officials, employees, member agencies, or volunteers.
2. Civil Code Provision: Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of section 2782 of the Civil Code.
3. Primary Insurance: For any claims related to this agreement, the Contractor's insurance coverage shall be endorsed to be primary insurance as respects Commission, its officers, officials, employees, member agencies and volunteers. Any insurance or self-insurance maintained by Commission, its officers, directors, officials, employees, member agencies or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
4. Severability of Interest: Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Subcontractors: Contractor shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by Contractor's subcontractor.

Professional Liability

Professional Liability Provision: Any professional liability or errors and omissions policy required hereunder shall apply to any claims, losses, liabilities, or damages, demands and actions arising out of or resulting from professional services provided under this Agreement.

Workers' Compensation

Worker's Compensation Waiver of Subrogation: Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

To the extent Contractor has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, Contractor shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Contractor shall require all subcontractors to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against Commission, its officers, directors, officials, employees, agents, member agencies, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by Contractor.



SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

799 G Street, 4th Floor, Sacramento, CA 95814 ♦ (916) 874-6661 ♦ Fax: (916) 854-9666 ♦ www.sacmetrocable.tv

A Joint Powers Agency Representing Sacramento County and the Cities of Citrus Heights, Elk Grove, Folsom, Galt, Rancho Cordova and Sacramento

AGENDA ITEM NO. 5

DATE: June 6, 2019

TO: Chair and Board of Directors

FROM: Robert A. Davison, Executive Director

SUBJECT: **RESOLUTION NO. 2019-009, FIXING THE EMPLOYER CONTRIBUTION AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS UNDER THE PEMHCA**

RECOMMENDATION:

It is recommended the Board adopt Resolution No. 2019-009, Fixing the Employer Contribution at an Equal Amount for Employees and Annuitants under the Public Employees' Medical and Hospital Care Act (PEMHCA).

BACKGROUND/DISCUSSION:

The Sacramento Metropolitan Cable Television Commission (SMCTC) Board approved Resolution No. CATV 020 on September 7, 1983 (see attached), electing to be subject to the Public Employees' Medical and Hospital Care Act (PEMHCA).

In June 2008, the Board approved a Resolution that the employer contribution for active employees and retirees would be equivalent to 80% of the Sacramento Area Region's Kaiser Family Plan premium rate. Between 2008 through 2014, the Board adopted a resolution at its annual Budget Hearing, confirming the Employers Contribution Under the Public Employees' Medical and Hospital Care Act setting each year's employer contribution at that rate. On June 23, 2014, the Commission was informed by CalPERS' Health Account Management Division that since the Board approved the contribution equivalent to 80% of the Kaiser Family Plan premium rate, that it was no longer necessary for the Board to adopt such a resolution each year.

On January 29, 2019, CalPERS issued Circular Letter (600-006-19) to all PEMHCA contracting public agencies and schools, informing them of the following:

- Effective January 1, 2020, CalPERS public agency and school health pricing regions will change from five to three regions.
- The new boundaries were adopted following extensive analysis of the cost of health care through the state, and employer and stakeholder engagement.
- The move to three regions will more closely align premiums to the cost of health care in the area.

Agenda Item No. 5

Resolution No. 2019-009, Fixing the Employer Contribution at an Equal Amount for Employees and Annuitants Under the PEMHCA

Page 2

- The nomenclature will also change to sequential numbering. In the new three-region model; Region 1 will consist of 43 Northern CA. counties, including Sacramento; Region 2 will consist of 12 counties in the southern part of the state; and Region 3 will comprise of Los Angeles, Riverside, and San Bernardino counties.
- Currently the five regions are Bay Area, Los Angeles Area, Other Northern California, Other Southern California, and Sacramento Area.

CalPERS identified 110 contracting agencies that designate at least one regional health plan in the calculation of their employer health contribution. Those agencies impacted by the region change will be required to revise their contribution method. A representative from the CalPERS Health Account Management Division notified staff that SMCTC is one of the agencies impacted. Staff was informed that the Resolution is necessary to change the reference regarding the employer's contribution from "80% of the Sacramento Area Regions Kaiser Family Plan premium rate" to "80% Kaiser Region 1 Family Basic (Party Rate 3)"; and that the Commission Board must adopt the attached Resolution by November 30, 2019, for it to take effect by January 1, 2020.

RECOMMENDATION:

Staff recommends the Board adopt Resolution No. 2019-009, Fixing the Employer Contribution at an Equal Amount for Employees and Annuitants Under the PEMCHA. As required by CalPERS, staff will forward the executed revised Resolution(s) to CalPERS on or before November 30, 2019.

Respectfully submitted,



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

Attachments:

- Resolution No. CATV 20, Electing to be Subject to Public Employees' Medical and Hospital Care Act
- Resolution No. 2012-004, Confirming the Employer's Contribution Under the PEMHCA (up to a maximum of 80% of the Sacramento Area Region's Kaiser Family Plan premium)
- Resolution No. 2019-009, Fixing the Employer Contribution at an Equal Amount for Employees and Annuitants Under PEMHCA
- CalPERS Circular Letter 600-006-19
- CalPERS Form Resolution & Instructions

RESOLUTION NO. CATV 020

RESOLUTION ELECTING TO BE SUBJECT TO
PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT

- WHEREAS, (1) Government Code Section 22850 provides the benefits of the Public Employees' Medical and Hospital Care Act to employees of local agencies contracting with the Public Employees' Retirement System on proper application by a local agency; and
- WHEREAS, (2) Section 22825.6 of the Act provides that a local contracting agency shall fix the amount of the employer's contribution; and
- WHEREAS, (3) Sacramento Metropolitan Cable Television Commission, hereinafter referred to as Public Agency, is a local joint powers agency contracting with the Public Employees' Retirement System; and
- WHEREAS, (4) The Public Agency desires to obtain for its employees and annuitants the benefit of the Act and to accept the liabilities and obligations of an employer under the Act and Regulations; now, therefore, be it
- RESOLVED, (a) That the Public Agency elect, and it does hereby elect, to be subject to the provisions of the Act; and be it further
- RESOLVED, (b) That the employer's contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his enrollment, including the enrollment of his family members, in a health benefit plan or plans; and be it further
- RESOLVED, (c) That the executive body appoint and direct, and it does hereby appoint and direct its Executive Director to file with the Board of Administration of the Public Employees' Retirement System a verified copy of this Resolution, and to perform on behalf of said Public Agency all functions required of it under the Act and Regulations of the Board of Administration; and be it further
- RESOLVED (d) That coverage under the Act to be effective on October 1, 1983.

On a motion by Director Sheedy, seconded by Director Johnson, the foregoing resolution was passed and adopted by the Board of Directors of the Sacramento Metropolitan Cable Television Commission this 7th day of September, 1983, by the following vote, to wit:

AYES: Directors, Bryan, Collin, Fletcher, Johnson, Kastanis, Pope, Robie, Sheedy,
Smoley

NOES: Directors, None

ABSENT: Directors, None

FILED: September 10, 1983

EFFECTIVE DATE: October 1, 1983

APPROVED: Kamron Butcher
PUBLIC AGENCY COORDINATOR

Signed: William M. Bryan
Chairman

Attest: Alvin M. Brown
Clerk

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 Nottoli, seconded by Director Serna, 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: UNANIMOUS VOICE VOTE
Directors Detrick, Wolter (Alternate for MacGlashan), Morin, Nottoli, Schmidt
(Alternate for Peters), Serna, Chong (Alternate for Yee)

NOES: None

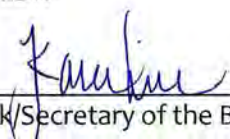
ABSENT: Directors MacGlashan, McCarty, Peters, Schenirer, Sheedy, Turner, Yee

ABSTAIN: None



Andy Morin, Chair of the Board

ATTEST:



Clerk/Secretary of the Board

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

RESOLUTION NO. 2019-009

RESOLUTION FIXING THE EMPLOYER CONTRIBUTION AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT

- WHEREAS, (1) **Sacramento Metropolitan Cable Television Commission** is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act"); and
- WHEREAS, (2) Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and
- WHEREAS, (3) Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; and
- RESOLVED, (a) That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of **80% Kaiser Region 1 Family Basic (Party Rate 3)** per month, plus administrative fees and Contingency Reserve Fund assessments; and be it further
- RESOLVED, (b) **Sacramento Metropolitan Cable Television Commission** has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further
- RESOLVED, (c) That the participation of the employees and annuitants of **Sacramento Metropolitan Cable Television Commission** shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that **Sacramento Metropolitan Cable Television Commission** would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer.
- RESOLVED, (d) That the executive body appoint and direct, and it does hereby appoint and direct, the Executive Director to file with the Board a verified copy of this resolution, and to perform on behalf of **Sacramento Metropolitan Cable Television Commission** all functions required of it under the Act.

Adopted at a regular meeting of the Governing Board of the Sacramento Metropolitan Cable Television Commission, this 6th day of June 2019.

Signed: _____
Chair of the Board

Attest: _____
Clerk of the Board



California Public Employees' Retirement System
P.O. Box 942715 | Sacramento, CA 94229-2715
888 CalPERS (or 888-225-7377) | TTY: (877) 249-7442
www.calpers.ca.gov

Health Benefits

Circular Letter

January 29, 2019

Circular Letter: 600-006-19

Distribution: Special

To: All Health Benefits Officers, Health Benefits Assistants, Health Enrollment, and Health PA Billing Contacts for Contracting School Districts and Public Agencies

Subject: CalPERS to Move to Three Health Care Regions for Contracting Public Agencies and Schools in 2020

Purpose

The purpose of this Circular Letter is to inform you that, effective January 1, 2020, CalPERS public agency and school health pricing regions will change from five to three regions. The new boundaries were adopted following extensive analysis of the cost of health care throughout the state, and employer and stakeholder engagement. The move to three regions will more closely align premiums to the cost of health care in the area. The nomenclature will also change to sequential numbering. In the new three-region model, Region 1 will consist of 43 Northern California counties, Region 2 will consist of 12 counties in the southern part of the state, and Region 3 will be comprised of Los Angeles, Riverside, and San Bernardino counties (Attachment 1). Currently the five regions are Bay Area, Los Angeles Area, Other Northern California, Other Southern California, and Sacramento Area.

Background

Regions enable CalPERS to provide high quality health plans to public agency and school contracting employers with rates that are competitively priced and in alignment with the cost of care in the market. In January 2018, CalPERS began a multidisciplinary project to evaluate the current regional cost of care and the makeup of health pricing regions for public agencies and schools. The goal was to assess costs throughout the state, scan the market, hear from

employers and stakeholders, and determine if any changes to the current regions were warranted.

Throughout the year, CalPERS surveyed and engaged with employers as well as retiree, employer, and labor associations. We conducted a webinar, [Your Guide to Health Regions](#), and met with employers at the Educational Forum. The primary areas of concern voiced in this process included the geographically-based names used for regions, premium volatility from year to year, and premiums in the current Bay Area and Other Northern regions, where the cost of health care is greater compared to Southern California areas.

An actuarial analysis of the relative cost of health care by county and three-digit ZIP code was conducted. Options for regional scenarios, including maintaining current regions, were brought forth to stakeholders and the Pension & Health Benefits Committee for consideration. The CalPERS Board of Administration voted in December 2018, to adopt a new three-region model.

Updating Resolutions

We have identified 110 contracting agencies that designate at least one regional health plan in the calculation of their employer health contribution. These agencies are impacted by the region change and will be required to revise their contribution method.

We will contact these agencies directly with more information about specific impacts and the health resolution process in March 2019. Public Agencies are required to submit revised resolutions on or before November 30, 2019.

All board materials are available on the CalPERS website at www.calpers.ca.gov. Board presentations and the webinar can be viewed on the [CalPERS YouTube channel](#).

If you have questions, contact our Customer Contact Center at **888 CalPERS** (or 888-225-7377).

Shari Little, Chief
Health Policy Research Division

Attachment: Counties in CalPERS Regions

Please staple on top of your health resolution(s) or cover letter.
This will ensure that the CalPERS mailroom expedites delivery to our office.
Mail package to either:

Overnight Mail Service

California Public Employees' Retirement System
Health Resolutions & Compliance Services, HAMD
400 Q Street
Sacramento, CA 95811

Regular Mail

California Public Employees' Retirement System
Health Resolutions & Compliance Services, HAMD
PO BOX 942714
Sacramento, CA 94229-2714

HEALTH RESOLUTION

CalPERS ID #	Sacramento Metropolitan Cable Television Commission
Agency Name	3692049158
Desired Effective Date	January 1, 2020 (REGION CHANGE 2020)

INSTRUCTIONS

This resolution form is the approved form designated by the California Public Employees' Retirement System (CalPERS). It should be used by a contracting agency subject to Public Employees' Medical and Hospital Care Act (PEMHCA) when the agency desires to change the monthly employer health contribution for employees and annuitants in accordance with Government Code Section 22892.

The resolution is **effective on the first day of the second month** following the month in which the resolution is filed (date stamped as received by CalPERS; See address below).

WHEREAS, (1) should be completed with full name of the contracting agency.

RESOLVED, (a) should be completed to specify the amount of the employer contribution toward the cost of enrollment for active employees and annuitants. The amount specified must be an amount equal to or greater than that prescribed by Section 22892(b).

Commencing January 1, 2009, the employer contribution shall be adjusted annually by the Board to reflect any change in the medical component of the Consumer Price Index, and shall be rounded to the nearest dollar.

RESOLVED, (b) should be completed with full name of the contracting agency.

RESOLVED, (c) should be completed with full name of the contracting agency.

RESOLVED, (d) requests the position title of the individual who handles the PEMHCA resolution for the contracting agency.

RESOLVED, (d) should be completed with full name of the contracting agency.

Because resolutions serve as a legally binding document, we require the original resolution, certified copy with original signatures, or a copy of the resolution with the agency's raised seal.

For resolution processing, deliver to the following:

Overnight Mail Service

California Public Employees' Retirement System
Health Resolution & Compliance Services, HAMD
400 Q Street
Sacramento, CA 95811

Regular Mail

California Public Employees' Retirement System
Health Resolution & Compliance Services, HAMD
PO BOX 942714
Sacramento, CA 94229-2714

The certification shown following the resolution is to be completed by those individuals authorized to sign for the contracting agency in legal actions and is to include the name of the executive body; i.e. Board of Directors, Board of Trustees, etc., the location and the date of signing.

RESOLUTION NO. Number

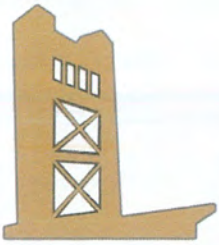
**FIXING THE EMPLOYER CONTRIBUTION AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS
UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT**

- WHEREAS, (1) **Sacramento Metropolitan Cable Television Commission** is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act"); and
- WHEREAS, (2) Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and
- WHEREAS, (3) Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; and
- RESOLVED, (a) That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of **80% Kaiser Region 1 Family Basic (Party Rate 3)** per month, plus administrative fees and Contingency Reserve Fund assessments; and be it further
- RESOLVED, (b) **Sacramento Metropolitan Cable Television Commission** has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further
- RESOLVED, (c) That the participation of the employees and annuitants of **Sacramento Metropolitan Cable Television Commission** shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that **Sacramento Metropolitan Cable Television Commission** would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer.
- RESOLVED, (d) That the executive body appoint and direct, and it does hereby appoint and direct, Position Title or Name of Person to file with the Board a verified copy of this resolution, and to perform on behalf of **Sacramento Metropolitan Cable Television Commission** all functions required of it under the Act.

Adopted at a regular or special meeting of the Governing Board at Location, this Day day of Month, Year.

Signed: _____
(President, Chairman, etc.)

Attest: _____
(Secretary or appropriate officer)



SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

799 G Street, 4th Floor, Sacramento, CA 95814 ♦ (916) 874-6661 ♦ Fax: (916) 854-9666 ♦ www.sacmetro cable.tv

A Joint Powers Agency Representing Sacramento County and the Cities of Citrus Heights, Elk Grove, Folsom, Galt, Rancho Cordova and Sacramento

AGENDA ITEM NO. 6

DATE: June 6, 2019
TO: Chair and Board of Directors
FROM: Robert A. Davison, Executive Director
SUBJECT: CHAIR AND VICE-CHAIR ELECTION

RECOMMENDATION:

It is recommended the Board elect a Chair and Vice-Chair for Fiscal Year 2019-20.

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 Chair, the Vice-Chair shall preside at said meetings and shall perform all the duties of the Chair.

The attached chart of Chairs and Vice-Chairs (April 1982 through June 2019) is provided to assist in the deliberations for the election to fill those two seats for Fiscal Year 2019-20.

Respectfully submitted,

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

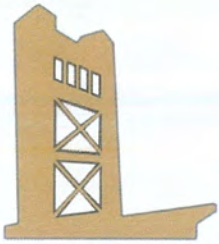
Attachment:
Chair/Vice-Chair History (April 1982 - June 2019)

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION
CHAIR / VICE-CHAIR HISTORY
(1982 - JUNE 2019)

Date Nominated	CHAIR		VICE CHAIR	
	Jurisdiction	Name	Jurisdiction	Name
June 2018	Elk Grove	Steve Detrick	Sacramento	Matthew Hedges
July 2017	Elk Grove	Steve Detrick	Sacramento	Matthew Hedges
July 2016	Sac County	Ted Wolter	Sacramento	Isaac Gonzalez
July 2015	Sac County	Ted Wolter	Sacramento	Isaac Gonzalez
March 2015	Sac County	Ted Wolter	Sacramento	Isaac Gonzalez
June 2014	Sac County	Ted Wolter	Sacramento	Allen Warren
June 2013	Elk Grove	Steve Detrick	Sac County	Ted Wolter
June 2012	Citrus Heights	Mel Turner	Elk Grove	Steve Detrick
June 2011	Folsom*	Andy Morin	Citrus Heights	Mel Turner
March 2011	Folsom*	Andy Morin	Citrus Heights	Mel Turner
June 2010	Folsom*	Andy Morin	Citrus Heights	Steve Miller
June 2009	Sacramento	Robbie Waters	Folsom*	Andy Morin
February 2009	Sac County	Don Nottoli	Sacramento	Robbie Waters
June 2008	Elk Grove	Michael Leary	Citrus Heights	Steve Miller
June 2007	Elk Grove	Michael Leary	Sac County	Robertta MacGlashan
April 2006	Sacramento	Sandy Sheedy	Elk Grove	Michael Leary
April 2005	Sac County	Don Nottoli	Sacramento	Sandy Sheedy
April 2004	Sacramento	Robbie Waters	Sac County	Don Nottoli
March 2003	Sacramento	Robbie Waters	Sac County	Don Nottoli
February 2002	Sacramento	Robbie Waters	Sac County	Don Nottoli
March 2001	Sacramento	Robbie Waters	Sac County	Don Nottoli
March 2000	Citrus Heights	James Shelby	Sacramento	Robbie Waters
March 1999	Sac County	Illa Collin	Citrus Heights	James Shelby
March 1998	Sac County	Illa Collin	Sacramento	Robbie Waters
March 1997	Sacramento	Bonnie Pannell	Sac County	Illa Collin
March 1996	Galt**	Richard Pratt	Sacramento	Bonnie Pannell
January 1995	Sac County	Roger Dickinson	Galt**	Richard Pratt
April 1994	Sacramento	Josh Pane	Sac County	Roger Dickinson
April 1993	Sac County	Toby Johnson	Sacramento	Jimmie Yee
April 1992	Galt**	Orvell Fletcher	Sac County	Illa Collin
April 1991	Galt**	Orvell Fletcher	Sacramento	Terry Kastanis
May 1990	Sacramento	Lyla Ferris	Sac County	Grantland Johnson
Dec. 1989	Sac County	Jim Streng	Sacramento	Lyla Ferris
April 1989	Sacramento	Doug Pope	Sac County	Jim Streng
April 1988	Sac County	Toby Johnson	Galt**	Orvell Fletcher
April 1987	Sacramento	Terry Kastanis	Sac County	Toby Johnson
April 1986	Sac County	Illa Collin	Sacramento	Terry Kastanis
April 1985	Galt**	Orvell Fletcher	Sacramento	Lynn Robie
April 1984	Sacramento	Terry Kastanis	Sac County	Illa Collin
April 1982	Sac County	Bill Bryan	Sacramento	Terry Kastanis

* Represented the cities of Folsom, Galt & Rancho Cordova (SMCTC member agencies under the 80,000 population threshold as of 2008).

** Represented the cities of Galt and Folsom (SMCTC member agencies under the 80,000 population threshold as of 1988).



SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

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A Joint Powers Agency Representing Sacramento County and the Cities of Citrus Heights, Elk Grove, Folsom, Galt, Rancho Cordova and Sacramento

AGENDA ITEM NO. 7

DATE: June 6, 2019
TO: Chair and Board of Directors
FROM: Robert A. Davison, Executive Director
SUBJECT: GENERAL ADMINISTRATION REPORT

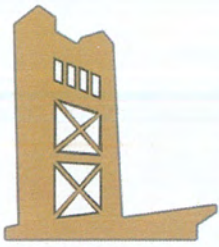
RECOMMENDATION:

It is recommended the Board receive a verbal report from staff regarding the following administration matters:

- 1) Federal Communications Commission (FCC) Order – Cable Franchise Fees In-Kind Proceeding;
- 2) Quarterly meetings for the remainder of CY 2019 - September 5, 2019 & December 5, 2019;
- 3) Letters of Agreements with Ashpaugh & Sculco - Review of franchise & PEG fees paid by AT&T, Comcast, and Consolidated Communications, Inc. in Calendar Years 2018 & 2019.

Respectfully submitted,

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



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A Joint Powers Agency Representing Sacramento County and the Cities of Citrus Heights, Elk Grove, Folsom, Galt, Rancho Cordova and Sacramento

AGENDA ITEM NO. 8

DATE: June 6, 2019
TO: Chair and Board of Directors
FROM: Robert A. Davison, Executive Director
SUBJECT: CHANNEL LICENSEE REPORTS

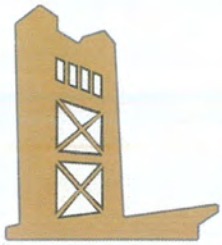
RECOMMENDATION:

It is recommended the Board receive verbal reports from the representatives of the following Channel Licensees who are present:

- A) Access Sacramento
- B) Capital Public Radio
- C) KVIE, Inc.
- D) SacFaith TV
- E) Sacramento Educational Cable Consortium

Respectfully submitted,

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



SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

799 G Street, 4th Floor, Sacramento, CA 95814 ♦ (916) 874-6661 ♦ Fax: (916) 854-9666 ♦ www.sacmetro cable.tv

A Joint Powers Agency Representing Sacramento County and the Cities of Citrus Heights, Elk Grove, Folsom, Galt, Rancho Cordova and Sacramento

AGENDA ITEM NO. 9

DATE: June 6, 2019
TO: Chair and Board of Directors
FROM: Robert A. Davison, Executive Director
SUBJECT: STATE FRANCHISEE REPORTS

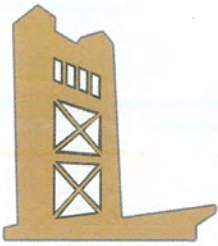
RECOMMENDATION:

It is recommended the Board receive verbal reports from representatives from the following state franchisees who are present:

- A) AT&T
- B) Comcast
- C) Consolidated Communications, Inc.

Respectfully submitted,

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



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A Joint Powers Agency Representing Sacramento County and the Cities of Citrus Heights, Elk Grove, Folsom, Galt, Rancho Cordova and Sacramento

AGENDA ITEM NO. 10

DATE: June 6, 2019
TO: Chair and Board of Directors
FROM: Robert A. Davison, Executive Director
SUBJECT: PUBLIC COMMENTS

RECOMMENDATION:

It is recommended the Board receive comments from the public on matters that are not on the agenda.

Respectfully submitted,

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