

# SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

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

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

*(Board Members may participate via teleconference.)*

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

**THURSDAY, JUNE 2, 2022 - 2:30 p.m.**

**Board Members:** Phil Serna, Patrick Kennedy, Rich Desmond, Sue Frost, Don Nottoli, Katie Valenzuela, Eric Guerra, Mai Vang, Bret Daniels, Kevin Spease, YK Chalamcherla, Vice Chair Garrett Gatewood  
**Elected Alternates:** Steve Miller, Stephanie Nguyen, Siri Pulipati  
**Appointed Alternates:** Lisa Nava (Serna), Keaton Riley (Kennedy), Vanessa McCarthy-Olmstead (Desmond), Chair Matt Hedges (Frost), Michelle Pariset (Valenzuela), Sarah Pollo Moo (Guerra), Ryan Brown (Vang)

## PUBLIC COMMENT PROCEDURES

Members of the public are encouraged to participate in the Board meeting. In compliance with directives of the County, State, and Centers for Disease Control and Prevention (CDC), the meeting will be livestream and open to public attendance pursuant to health and safety guidelines. The practice of social distancing and wearing of face coverings (mask or shield) is recommended for the health and safety of all persons participating in person during the meeting although it is not required. Seating is limited and available on a first-come, first-served basis.

### **Speaker Time Limits**

In the interest of facilitating the conduct of the Commission's business, members of the public (speakers) who wish to address the legislative body during the meeting will have specific time limits as enumerated below.

Each speaker shall limit his/her remarks to the specified time allotment, as follows:

- Speakers will have 3-minutes total for a single and/or multiple consent item(s);
- Speakers will have 3-minutes total for each hearing item;
- Speakers will have 3-minutes total for each separate item;
- Speakers will have 3-minutes total for any matter not on the posted agenda.

**In-Person Comment**

Speakers will be required to complete and submit a speaker request form to the Clerk. The Chair will invite each individual to the podium to make a verbal comment.

**Telephonic Public Comment**

On the day of the meeting, dial (916) 875-2500 to make a verbal public comment (follow the prompts for instructions). Refer to the agenda and listen to the live meeting to determine when is the best time to call to be placed in queue for a specific agenda item. Callers may be on hold for an extended period of time and should plan accordingly. When the Chair opens public comment for a specific agenda item or off-agenda matter, callers will be transferred from the queue into the meeting to make a verbal comment. Each agenda item queue will remain open until the public comment period is closed for that specific item.

**Written Comment**

Send an email comment to [sacmetro@saccounty.gov](mailto:sacmetro@saccounty.gov) 24 hours before the meeting. Include meeting date and agenda item number or off-agenda item. Contact information is optional.

Mail a comment to 799 G Street, 4<sup>th</sup> Floor, Sacramento, CA. 95814 no later than 24 hours before the meeting. Include meeting date and agenda item number or off-agenda item. Contact information is optional. Written comments are distributed to members and filed in the record.

**View Meeting**

The meeting is recorded and cablecast live on Metro Cable 14 on the Comcast, Consolidated Communications, and AT&T U-Verse Cable Systems. It is closed captioned for hearing impaired viewers and webcast live at [metro14live.saccounty.gov](http://metro14live.saccounty.gov). There will be a rebroadcast of this meeting on Saturday, June 4, 2022 at 3:00 p.m.

**Meeting Material**

The online version of the agenda and associated material is available at [sacmetroable.tv](http://sacmetroable.tv). Some documents may not be posted online because of size or format (maps, site plans, and renderings). Contact the Administration Office at (916) 874-6661 to obtain a copy of the documents.

**ACCOMMODATIONS**

If there is a need for an accommodation pursuant to Americans with Disabilities Act (ADA), medical reasons or for other needs, please contact the Clerk of the Board by telephone at (916) 874-5411 (voice) and CA. Relay Services 711 (for the hearing impaired) or [sacmetro@saccounty.gov](mailto:sacmetro@saccounty.gov) 24 hours prior to the meeting.

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**CALL TO ORDER**

Roll Call

**ITEM NO. 1) CONFERENCE WITH LEGAL COUNSEL**

- A. PUBLIC EMPLOYMENT  
Government Code Section 54957  
Title: Executive Director

**ITEM NO. 1) CONFERENCE WITH LEGAL COUNSEL (Continued)**

**B. CONFERENCE WITH LABOR NEGOTIATORS**

Government Code Section 54957

Agency Designated Representatives: Chair Hedges; Directors Chalamcherla & Brown

Unrepresented Employee: Executive Director

**Action:**

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

**ITEM NO. 2) RESOLUTION NO. 2022-005, AUTHORIZING THE SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION BOARD TO REMOTE TELECONFERENCE MEETINGS FOR THE PERIOD OF JUNE 2, 2022 THROUGH JULY 2, 2022 PURSUANT TO THE RALPH M. BROWN ACT**

**Action:**

Adopt Resolution No. 2022-005, Authorizing the Sacramento Metropolitan Cable Television Commission Board to Remote Teleconference Meetings for the Period of June 2, 2022 through July 2, 2022 Pursuant to the Ralph M. Brown Act.

**ITEM NO. 3) FISCAL YEAR 2022-23 GENERAL FUND AND PEG FEE FUND PRELIMINARY BUDGETS**

**Action:**

Approve the Fiscal Year 2022-23 General Fund (094A) and PEG Fee Fund (094B) Proposed Budgets, to include the following Resolutions, and the following Attachments and Exhibit included in the budget staff report:

- Resolution No. 2022-006, Adopting the Fiscal Year 2022-23 Proposed General Fund (094A) Budget (Attachment 1);
- Resolution No. 2022-007, Adopting the Fiscal Year 2022-23 Proposed PEG Fee Fund (094B) Budget (Attachment 2);
- Fiscal Year 2021-22 Budgeted/Year-end Estimates and Fiscal Year 2022-23 Proposed General Fund Budget (Exhibit 1);
- Fiscal Year 2021-22 Budgeted/Year-end Estimates and Fiscal Year 2022-23 Proposed PEG Fee Fund Budget (Exhibit 2);
- Resolution No. 2022-008, Approving an Amendment to the Commission Legal Counsel Services Retainer Agreement (Attachment 3);
- Fiscal Year 2022-23 Amendment to Legal Counsel Services Retainer Agreement (Attachment 4);
- Resolution No. 2022-009, Approving Pro Forma Annual Funding for Channel Licensees – Initial Allocation for Operations & PEG Bases (Attachment 5);
- Fiscal Year 2022-23 Pro Forma Annual Funding and Performance Agreement for the Channel Licensee – Initial Allocation for Operations & PEG Bases (Attachment 6);
- Fiscal Year 2021-22 Annual Performance Agreement for Interfaith Council of Greater Sacramento DBA Sacramento Faith TV (Attachment 7);
- Resolution No. 2022-010, Approving a Third Amendment to the Closed Captioning Services Agreement with Aberdeen Captioning, Inc. (Attachment 8);

**ITEM NO. 3) FISCAL YEAR 2022-23 GENERAL FUND AND PEG FEE FUND PRELIMINARY BUDGETS (Continued)**

- Third Amendment to Closed Captioning Services Agreement w/Aberdeen Captioning, Inc. (Attachment 9);
- List of Agency Meetings Close Caption by Aberdeen in Fiscal Year 2022-23 (Attachment 10);
- Resolution No. 2022-011 – Approving an Amendment to Cablecasting Services Agreement (Attachment 11)
- Fiscal Year 2022-23 Amendment to Agreement for Cablecasting Services (Attachment 12);
- Resolution 2022-012, Approving the Reclassification of the Senior Office Specialist Confidential Position to an Administrative Services Specialist Confidential Job Description (Attachment 13);
- Administrative Services Specialist, Confidential Job Description (Attachment 14);
- Fiscal Year 2022-23 Proposed Staffing (Attachment 15);
- Fiscal Year 2022-23 Operations & PEG Fee Base Funding Requests – Channel Licensees (Attachments 16-19);
- Fiscal Year 2021-22 Operations Request – Metro Cable (Attachment 20).

**ITEM NO. 4) RESOLUTION NO. 2022-013, APPROVING THE TWELFTH AMENDMENT TO THE LICENSE AND OPERATIONS AGREEMENTS PERTAINING TO USE OF COMMUNITY PROGRAMMING CHANNEL(S)**

**Action:**

Adopt Resolution No. 2022-013, Approving the Twelfth Amendment to the License and Operations Agreements Pertaining to Use of Community Programming Channel(s).

**ITEM NO. 5) REVIEW OF FRANCHISE & PEG FEES REMITTED BY AT&T, INC. FOR THE PERIOD JANUARY 1, 2020 THROUGH JULY 31, 2021**

**Action:**

Receive and file the review of franchise and PEG fees paid by AT&T, Inc. to the Sacramento Metropolitan Cable Television Commission (Commission) for the Period of January 1, 2020 through July 31, 2021.

**ITEM NO. 6) SECOND AMENDMENT TO ATRIUM 916 PROFESSIONAL SERVICES AGREEMENT**

**Action:**

Receive and file the Second Amendment to the Atrium 916 Professional Services Agreement, along with all Attachments and Exhibits.

**ITEM NO. 7) RESOLUTION NO. 2022-014, APPROVING A REVISED FIXED ASSETS DISPOSAL POLICY FOR THE SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION**

**Action:**

Adopt Resolution No. 2022-014, Approving a Revised Fixed Assets Disposal Policy to include a component to donate equipment prior to the surplus of equipment by the Commission.

**ITEM NO. 8) CHAIR AND VICE-CHAIR ELECTION FOR FISCAL YEAR 2022-23**

**Action:**

Elect a Chair and Vice-Chair for the Commission Board for Fiscal Year 2022-23.

**ITEM NO. 9) GENERAL ADMINISTRATION REPORT**

**Action:**

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

- A. Assembly Bill 2635 (High Definition PEG Channels);
- B. Assembly Bill 2748 (Digital Equity in Video Franchising Act of 2022);
- C. SMCTC Ordinance for Amended and Restated JPA;
- D. Part-time Executive Director Recruitment;
- E. City of Rancho Cordova – Population Figure as of January 1, 2022 (DOF Website);
- F. Records Control Services Proposal for Design of Records Retention Policy/Schedule(s);
- G. Occu-Med Proposal for Employment Medical Programs and Services.

**ITEM NO. 10) CHANNEL LICENSEE REPORTS**

**Action:**

Receive and file reports, if any, from the representatives of the following Channel Licensees:

- A. Access Sacramento
- B. Capital Public Radio
- C. KVIE, Inc.
- D. SacFaith TV
- E. Sacramento Educational Cable Consortium

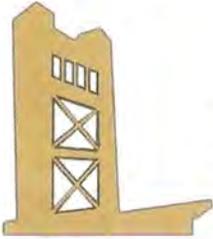
**ITEM NO. 11) STATE FRANCHISEE REPORTS**

**Action:**

Receive and file reports, if any, from the representatives of the following State Franchisees:

- A) AT&T
- B) Comcast
- C) Consolidated Communications, Inc.

**ITEM NO. 12) PUBLIC COMMENTS**



# SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

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## AGENDA ITEM NO. 1

**DATE:** June 2, 2022  
**TO:** Chair and Board of Directors  
**FROM:** Robert A. Davison, Executive Director  
**SUBJECT:** CONFERENCE WITH LEGAL COUNSEL

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### **RECOMMENDATION:**

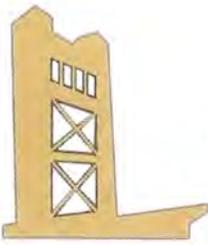
It is recommended the Board adjourn to a closed Executive Session to discuss the following items and report out, if necessary:

- A. PUBLIC EMPLOYMENT  
Government Code Section 54957  
Title: Executive Director
  
- B. CONFERENCE WITH LABOR NEGOTIATORS  
Government Code Section 54957  
Agency Designated Representatives: Chair Hedges; Board Members Chalamcherla and Brown  
Unrepresented Employee: Executive Director

Respectfully submitted,

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



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## AGENDA ITEM NO. 2

**DATE:** June 2, 2022

**TO:** Chair and Board of Directors

**FROM:** Robert A. Davison, Executive Director

**SUBJECT:** **ADOPT RESOLUTION NO. 2022-005, AUTHORIZING THE SMCTC BOARD TO REMOTE TELECONFERENCE MEETINGS FOR THE PERIOD OF JUNE 2, 2022 THROUGH JULY 2, 2022 PURSUANT TO THE RALPH M. BROWN ACT**

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### **RECOMMENDATION:**

Adopt Resolution No. 2022-005, Authorizing the Sacramento Metropolitan Cable Television Commission Board to Remote Teleconference Meetings for the Period of June 2, 2022 through July 2, 2022 Pursuant to the Ralph M. Brown Act.

### **BACKGROUND:**

On March 4, 2020, Governor Newsom issued a Proclamation of a State of Emergency declaring a state of emergency exists in California due to the threat of COVID-19, pursuant to the California Emergency Services Act (Government Code section 8625).

On March 17, 2020, Governor Newsom issued Executive Order N-29-20 that suspended the teleconferencing rules set forth in the Brown Act, provided certain requirements are met and followed.

On June 11, 2021, Governor Newsom issued Executive Order N-08-21 that clarified the suspension of the teleconferencing rules set forth in the Brown Act, and further provided that those provisions would remain suspended through September 30, 2021.

On September 16, 2021, Governor Newsom signed AB 361 that allows a legislative body subject to the Brown Act to continue to meet without fully complying with the teleconferencing rules in the Brown Act provided the legislative body make certain findings.

A required condition of the Government Code section 54953(e) is that a state of emergency is declared by the Governor pursuant to section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558(b).

A further required condition of the Government Code section 54953 (e) is that the state or local officials have imposed or recommended measures to promote social distancing, or the legislative body holds a

**Agenda Item No. 2**

**Adopt Resolution No. 2022-005, Authorizing the SMCTC Board to Remote Teleconference Meetings**

Page 2

meeting to determine or has determined by a majority vote that meeting in person would present imminent risks to the health and safety of attendees. These findings must be made at the initial remote meeting and at least every 30 days thereafter.

The following conditions currently still exist:

- There is currently a Proclamation of a State of Emergency that remains in effect.
- California Department of Industrial Relations has issued regulations related to COVID-19 Prevention for employees and places of employment. Title 8 of the California Code of Regulations, Section 3205(5)(d) specifically recommends physical (social) distancing as one of the measures to decrease the spread of COVID-19, based on the fact that particles containing the virus can travel more than six feet, especially indoors.
- On September 28, 2021, the Sacramento County Public Health Officer Dr. Olivia Kasirye issued a Teleconference Recommendation, which states that utilizing teleconference options for public meetings is an effective and recommended social distancing measure to facilitate the participation in public affairs and encourage participants to protect themselves and others from COVID-19.

Because the Cable Commission Board meets regularly on a quarterly basis, more than thirty days will elapse between consecutive meetings. AB 361 is silent as to whether special meetings are required on a more frequent basis to keep up with the thirty-day renewal of findings requirement, although scheduling such meetings would ensure strict compliance. Alternatively, if the Board does not meet within thirty days after its prior meeting, the Board should make its renewed findings at the beginning of its next meeting prior to any other action or discussion. If the Board wishes to continue meetings remotely, staff recommends this approach absent additional clarification.

The Commission Board adopted Resolution No. 2021-022, Authorizing Remote Meetings Effective December 2, 2021 through January 2, 2022 at their December 2, 2021 Quarterly Board meeting. In addition, the Commission Board adopted Resolution No. 2022-001, Authorizing Remote Meetings Effective March 3, 2022 through April 3, 2022 at their March 3, 2022 Quarterly Board meeting.

At this time, it is necessary for the Board to authorize the Commission Board to continue to remote teleconference meetings effective June 2, 2022 through July 2, 2022.

**RECOMMENDATION:**

Due to the continual conditions listed above, staff recommends the Board adopt Resolution No. 2022-005, Authorizing the SMCTC Board to Remote Teleconference Meetings for the period of June 2, 2022 through July 2, 2022, Pursuant to the Ralph M. Brown Act.

Respectfully submitted,



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

Attachment:

Resolution No. 2022-005

**SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION**

**RESOLUTION NO. 2022-005**

**A RESOLUTION AUTHORIZING THE SMCTC BOARD TO REMOTE  
TELECONFERENCE MEETINGS FOR THE PERIOD OF JUNE 2, 2022  
THROUGH JULY 2, 2022 PURSUANT TO THE RALPH M. BROWN ACT**

**WHEREAS**, all meetings of the SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION (“SMCTC”) and its legislative bodies are open and public, as required by the Ralph M. Brown Act (California Government Code § 54950 et seq); and

**WHEREAS**, starting in March 2020, in response to the spread of COVID-19 in the State of California, the Governor issued a number of executive orders aimed at containing the COVID-19 virus; and

**WHEREAS**, among other things, these orders waived certain requirements of the Brown Act to allow legislative bodies to meet virtually; and

**WHEREAS**, pursuant to the Governor’s executive orders, SMCTC has been holding virtual meetings during the pandemic in the interest of protecting the health and safety of the public, staff, and Commissioners; and

**WHEREAS**, the Governor’s executive order related to the suspension of certain provisions of the Brown Act expired on September 30, 2021; and

**WHEREAS**, on September 16, 2021 the Governor signed AB 361 (in effect as of October 1, 2021 - Government Code Section 54953(e)), which allows legislative bodies to meet virtually provided there is a state of emergency, and either (1) state or local officials have imposed or recommended measures to promote social distancing; or (2) the legislative body determines by majority vote that meeting in person would present imminent risks to the health and safety of attendees; and

**WHEREAS**, such conditions now exist in SMCTC, specifically, a state of emergency has been proclaimed related to COVID-19, Sacramento County officials are imposing and recommending measures to promote social distancing, and because of the ongoing threat of COVID-19, meeting in person would present imminent risks to the health and safety of attendees; and

**WHEREAS**, on September 28, 2021, the Sacramento County Public Health Officer Dr. Olivia Kasirye issued a Teleconference Recommendation which states that utilizing teleconference options

for public meetings is an effective and recommended social distancing measure to facilitate participation in public affairs and encourage participants to protect themselves and other from COVID-19; and

**WHEREAS**, the SMCTC has an interest in encouraging public participation in open and public meetings while protecting the health, safety and welfare of those who participate; and

**WHEREAS**, the Cable Commission Board adopted a Resolution authorizing remote teleconference meetings pursuant to the Ralph M. Brown Act from December 2, 2021 through January 2, 2022; and

**WHEREAS**, the Cable Commission Board adopted a Resolution authorizing remote teleconference meetings pursuant to the Ralph M. Brown Act from March 3, 2022 through April 3, 2022; and

**WHEREAS**, it is necessary for the Cable Commission to adopt a Resolution authorizing remote teleconference meetings pursuant to the Ralph M. Brown Act from June 2, 2022 through July 2, 2022.

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Board of the Sacramento Metropolitan Cable Television Commission as follows:

1. **State or Local Officials Have Imposed or Recommended Measures to Promote Social Distancing.** SMCTC hereby finds and proclaims that state and local officials have imposed or recommended measures to promote social (physical) distancing based on the California Department of Industrial Relations' issuance of regulations related to COVID-19 Prevention through Title 8 of the California Code of Regulations, Section 3205(c)(5)(D) and Sacramento County Public Health Officer Dr. Olivia Kasirye's Teleconference Recommendation issued September 28, 2021.

2. **Remote Teleconference Meetings.** SMCTC and any of its legislative bodies are hereby authorized to conduct open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act, and Staff are directed to take all actions necessary to carry out the intent and purpose of this Resolution.

3. **Effective Date.** This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) July 2, 2022 or (ii) such time the Authority adopts a subsequent

resolution in accordance with Government Code section 54953(e)(3) to extend the time during which it and its legislative bodies may continue to teleconference without compliance with Section 54953(b)(3).

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 2<sup>nd</sup> day of June 2022, by the following vote, to wit:

AYES:

NOES:

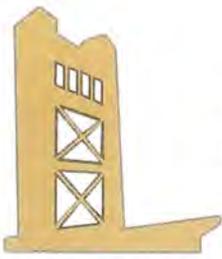
ABSTAIN:

ABSENT:

\_\_\_\_\_  
Chair of the Board

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board



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## AGENDA ITEM NO. 3

**DATE:** June 2, 2022

**TO:** Chair and Board of Directors

**FROM:** Robert A. Davison, Executive Director

**SUBJECT:** FISCAL YEAR 2022-23 GENERAL FUND AND PEG FEE FUND PROPOSED BUDGETS

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### RECOMMENDATION:

It is recommended the Board approve the Fiscal Year 2022-23 General Fund (094A) and PEG Fee Fund (094B) Proposed Budgets, to include the following Resolutions, as well as the following Exhibits and Attachments included in this budget staff report:

- Resolution No. 2022-006, Adopting the Fiscal Year 2022-23 Proposed General Fund (094A) Budget (Attachment 1);
- Resolution No. 2022-007, Adopting the Fiscal Year 2022-23 Proposed PEG Fee Fund (094B) Budget (Attachment 2);
- Fiscal Year 2021-22 Budgeted/Year-end Estimates and Fiscal Year 2022-23 Proposed General Fund Budget (Exhibit 1);
- Fiscal Year 2021-22 Budgeted/Year-end Estimates and Fiscal Year 2022-23 Proposed PEG Fee Fund Budget (Exhibit 2);
- Resolution No. 2022-008, Approving an Amendment to the Commission Legal Counsel Services Retainer Agreement (Attachment 3);
- Fiscal Year 2022-23 Amendment to Legal Counsel Services Retainer Agreement (Attachment 4);
- Resolution No. 2022-009, Approving Pro Forma Annual Funding and Performance Agreement for Channel Licensees - Initial Allocation (Attachment 5);
- Fiscal Year 2022-23 Pro Forma Annual Funding and Performance Agreement for the Channel Licensees – Initial Allocation (Attachment 6);
- Fiscal Year 2021-22 Annual Performance Agreement for Interfaith Council of Greater Sacramento DBA Sacramento Faith TV (Attachment 7);
- Resolution No. 2022-010, Approving a Third Amendment to the Closed Captioning Services Agreement with Aberdeen Captioning, Inc. (Attachment 8);
- Third Amendment to Closed Captioning Services Agreement w/Aberdeen Captioning, Inc. (Attachment 9);
- List of Agency Meetings Close Caption by Aberdeen in Fiscal Year 2022-23 (Attachment 10);
- Resolution No. 2022-011 – Approving an Amendment to Cablecasting Services Agreement (Attachment 11)
- Fiscal Year 2022-23 Amendment to Agreement for Cablecasting Services (Attachment 12);

### Agenda Item 3

#### Fiscal Year 2022-23 General Fund and PEG Fee Fund Proposed Budgets

##### Page 2 of 9

- Resolution 2022-012, Approving the Reclassification of the Senior Office Specialist Confidential Position to an Administrative Services Specialist Confidential Job Description (Attachment 13);
- Administrative Services Specialist, Confidential Job Description (Attachment 14);
- Fiscal Year 2022-23 Proposed Staffing (Attachment 15);
- Fiscal Year 2022-23 Operations & PEG Fee Base Funding Requests – Channel Licensees (Attachments 16-19);
- Fiscal Year 2021-22 Operations Request – Metro Cable (Attachment 20).

#### **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 (DirecTV beginning August 2021), Comcast, Consolidated Communications, Inc. operating in Sacramento.

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

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

The Fiscal Year 2022-23 Proposed PEG Fee Fund (094B) as presented only funds the PEG facilities and equipment bases for the Commission's Channel Licensees as the call for PEG fee funding normally held in March of each year has been deferred to July 2022 for Fiscal Year 2022-23 due to the on-going impacts of the pandemic resulting in continual shortages of goods and supplies compounded by delays in the shipment of goods ordered (which has made it difficult for member agencies to complete Fiscal Year 2021-22 PEG projects).

Staff anticipates all PEG fee funding requests for equipment/facilities needs from the Commission's four channel licensees, seven member agencies, and Metro Cable received after the July 2022 call for funding, will be presented to the Board at the September 1, 2022 Quarterly Board meeting.

The Fiscal Year 2022-23 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, PBS KVIE, Sacramento Educational Cable Consortium, and SacFaith TV;
- 5) Collection and distribution of franchise fee revenue to the Commission's 7 member agencies; and
- 6) Collection and distribution of PEG fee revenue to fund the operations and PEG/Facilities bases for channel licensees and Metro Cable projects.

### **FISCAL YEAR 2022-23 GENERAL FUND BUDGET (094A)**

The Fiscal Year 2022-23 Budget for the General Fund (094A) proposes \$12.85M in expenditures to be funded with \$12.5M of projected Franchise Fee revenue plus miscellaneous revenue, along with \$305,800 of carryover funds from Fiscal Year 2021-22.

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

#### **COMPONENT 1 – ADMINISTRATION AND REGULATION**

The Administration arm of the Commission is staffed as follows:

- the part-time Executive Director serves at the pleasure of the Commission Board;
- an Administrative Services Officer III;
- an Administrative Services Officer I;
- an Administrative Services Specialist (Confidential); and
- a Senior Office Assistant.

Currently, the Commission is experiencing issues related to employee hiring and retention of employees. This stems from traditional issues related to the size and uniqueness of Commission positions which are related to the technical and administrative aspects of cable franchise and government meeting cablecasting as well as issues experienced by many organizations now due to the pandemic.

The Commission is not alone in experiencing hiring and retention as with the winding down of the worst of the pandemic and many employees returning to work, job openings have increased significantly since January. While a fast pivot to growth is good news, it also created challenges for employers, as they are unable to hire quickly enough to keep pace with rising need for workers.

In hiring, the Commission has experienced such challenges in filling vacant positions that are vacant due to the departure of a full time employee at Metro Cable and in the Administration office. In addition, there has been attrition of part-time production assistants. The recruitment process for those positions have proven to be a challenge. In recent hiring efforts, we have had qualified candidates that were offered positions accepting positions elsewhere. The current recruitment for part-time production assistants has resulted in less qualified candidates applying for the position due to the current salary scale for that classification.

In addition to recruitment, retention of staff in key positions is also a significant matter. Positions like the Commission ASO III, Production Director, Technical Coordinator, Multimedia Technician, and ASO I are not easy to replace due to the specific technical and administrative duties that are unique to each of those positions at the Commission. Duties that were performed by staff that leaves requires others have to cover the work while covering their own demanding jobs as well. Also, the loss of institutional knowledge cannot be easily replaced when a seasoned employee leaves. Multiple staff departures can prevent or delay the carrying out of the Commission's main purposes and mission, such as cable casting meetings and keeping the day-to-day operations of the Administration section going.

In light of existing challenges in recruiting qualified candidates and the added importance in retaining current staff, staff feels that it is important to address the Commission's salaries for the eight full-time positions and part time production assistants.

Staff previously attempted to review Commission positions and salaries. Two human resources consulting firms were retained in 2017 and 2019 to perform a classification and compensation study. Given the size of the Commission, which includes 8 full-time positions, and the unique duties of the positions on the Administration Team as well as Metro Cable staff, the consultants had difficulty in completing a study. The first firm was not able to prepare an adequate study. With the second firm, two of the main staff members working on the study left the company before that study was finalized. Attempts to re-initiate the study with different staff from that company were put on hold due to the pandemic (which impacted the ability to perform a thorough study).

To help mitigate the recruitment and retention issues and for the reasons cited about, the Executive Director is recommending a 10% Salary Adjustment for all Commission positions for Fiscal Year 2022-23 – instead of the COLA’s which the Commission historically approves based upon the COLA and salary adjustments that the County approves for positions tied to Commission positions. This will help insure salaries are more competitive, which will help with recruitment and retention. To address these problems long term, staff plans to reinitiate the classification and compensation study effort and has proposed funding in Fiscal Year 2022-23 General Fund Budget to hire a consultant.

Therefore, in lieu of the County COLA (which is unknown at this time but likely to be in the neighborhood of 4%), the Proposed Fiscal Year 2022-23 General Fund Budget includes a **one-time** 10% COLA for all Commission positions. Future years’ salary adjustments will likely be recommended based upon the adjustments recommended for the tied County positions, or on the results of a classification and compensation study.

In an effort to provide support for the Administration Team, a reclassification of the vacant Sr. Office Specialist Confidential position to an Administrative Services Specialist is recommended. This position will provide support to the ASO III in the areas of Clerk duties, records management, human resources and payroll. A Resolution and Job Description has been prepared for the Board’s review and approval as part of this budget staff report.

Administration and Regulation Highlights:

- Salaries/Wages/Benefits - \$1,038,714
- CalPERS Unfunded Retirement Obligations - \$500,000 (per Board approval at March 7, 2019 meeting)
- Payment to the CalPERS OPEB Reserve - \$69,805
- Closed Captioning - \$100,000
- County DTech & IT Services - \$118,248
- Legal Counsel Services - \$250,000
- Other Professional Services - \$188,620

**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’ Chamber. Meetings closed captioned in Calendar Year 2021 are as follows:

Calendar Year 2021				
Total Meetings Recorded	365	Total Meeting Captioned	311	85% of Meetings Captioned
Total Hours Recorded	914	Total Hours Captioned	783	86% of Hours Captioned

**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
- Multimedia Technician

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’s 7 member agencies, 15 other agencies, and the Board meetings of the Cable Commission.

Meeting Statistics – Calendar Years 2019 to 2021

<b>Meeting Statistics</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
Total Meetings Recorded	308	338	365
Total Hours Recorded	685	890	914
Total Meetings Captioned	267	298	311
Total Hours Captioned	587	793	783

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, PBS KVIE, and the Sacramento Educational Cable Consortium – which operate five of the Commission’s seven PEG channels on the local cable systems. SacFaith TV operates the sixth PEG channel. The seventh PEG channel is operated by Metro Cable. For Channel Licensees, Legal Counsel prepared the Twelfth Amendment to the Channel Licensee’s Licensee & Operations Agreements, which extend each of the Agreements through June 30, 2023.

At this time, the FY 2022-23 Proposed General Fund Budget includes base funding for Channel Licensees’ operations and PEG facilities and equipment, which includes a 10% base adjustment for FY 2022-23, in lieu of the annual COLA per the Commission’s Channel Licensee COLA policy.

Typically, the Commission provides base funding support for the Channel Licensees which is adjusted each year based upon the Commission’s COLA policy which provides that Channel Licensees receive the same general adjustment to base funding (both in the General and PEG funds) as approved by the County for staff positions tied to Commission positions plus an adjustment for minimum wage cost increase (and related payroll costs). KVIE, SECC, and Capital Public Radio have submitted requests for their base funding plus the COLA. Access Sacramento submitted a request for a 14.7% permanent increase in base funding, plus a COLA (which they estimated to be 2% based on the Commission COLA policy). Access Sacramento indicated that the request for operations base increase is precipitated by: 1) operating expenses in which inflation is having a profound effect on; 2) staff turnover with 4 of 7 full time staff having left the organization and new hire salaries increased in order

to fill the positions; and 3) reductions in supplemental revenue sources given the post pandemic impact on additional revenue generation.

At this time, since the County has not approved COLA's for next fiscal year, staff would not be able to calculate the COLA based on the COLA policy until the September 2022 Commission Board meeting; but the COLA would likely be in the range of 4.5% to 5%. As with the staff COLA, it is recommended that the Board apply a different base funding adjustment for Channel Licensees for Fiscal Year 2022-23, in lieu of the COLA pursuant to the COLA policy.

Rather than approving a 4.5% to 5% COLA for the Channel Licensees in September and granting Access Sacramento's request for a 14.5% permanent COLA, it is recommended that the Board approve a 10% base increase for all Channel Licensees in Fiscal Year 2022-23 (which is a base increase that will be built upon in future years). It is likely that all Channel Licensees are dealing with the same inflation and staff issues that are being experienced by Access Sacramento and the Commission. Providing a 10% base increase, it will give all Channel Licensees assistance in dealing with these issues.

The following table identifies the proposed General Fund funding for Channel Licensees' Operations Base in Fiscal Year 2022-23:

It is anticipated staff will revert back to the existing COLA policy in Fiscal Year 2023-24.

GENERAL FUND (094A)		
CHANNEL LICENSEES – OPERATIONS BASE		
Description	FY 2021-22 Funding (with 2.89% COLA)	FY 2022-23 Proposed Funding (with one-time 10% COLA)
<b>ACCESS SACRAMENTO</b>		
Operations Base	\$560,432	\$616,475
Hometown TV	\$72,902	\$80,192
Game of the Week	\$63,426	\$69,769
<b>ACCESS SACRAMENTO TOTAL</b>	<b>\$696,760</b>	<b>\$766,436</b>
<b>CAPITAL PUBLIC RADIO (CPR)</b>		
Operations Base	\$25,206	\$27,727
<b>CAPITAL PUBLIC RADIO TOTAL</b>	<b>\$25,206</b>	<b>\$27,727</b>
<b>PBS KVIE</b>		
Operations Base	\$275,688	\$303,257
<b>PBS KVIE TOTAL</b>	<b>\$275,688</b>	<b>\$303,257</b>
<b>SACRAMENTO EDUCATIONAL CABLE CONSORTIUM (SECC)</b>		
SECC Operations Base	\$358,552	\$394,407
SECC Staffing	\$73,164	\$80,480
BESTNet Operations Base	\$78,804	\$86,684
<b>SECC TOTAL</b>	<b>\$510,520</b>	<b>\$561,572</b>
<b>TOTAL</b>	<b>\$1,508,174</b>	<b>\$1,658,991</b>

**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 2021-22 actual revenue distribution as outlined below will be issued to the member agencies by the end the current fiscal year.

The franchise fees revenue received in Fiscal Year 2021-22 was \$12,833,427, which came in \$833,427 higher than what was budgeted. As a result, the revenue distributions to the Commission’s seven member agencies at the end of Fiscal Year 2021-22 will include the \$833,427, as well as a one-time \$2M payment from Comcast.

The following outlines the budgeted revenue distribution to the Commission’s member agencies in Fiscal Year 2021-22, the actual amounts that will be distributed in June 2022, based on population percentages posted at the State Department of Finance as of January 1, 2022.

<b>GENERAL FUND (094A)</b>					
<b>FRANCHISE FEE REVENUE DISTRIBUTION TO MEMBER AGENCIES</b>					
<b>MEMBER AGENCY</b>	<b>FY 2021-22 Budgeted</b>	<b>FY 2021-22 Actual</b>	<b>Population as of January 1, 2022 (Dept. of Finance)</b>	<b>Population Percentage</b>	<b>FY 2022-23 Proposed</b>
Citrus Heights	\$470,051	\$613,020	86,367	5.481%	\$475,345
Elk Grove	\$953,495	\$1,256,120	176,972	11.230%	\$974,015
Folsom	\$440,567	\$600,421	84,592	5.368%	\$465,576
Galt	\$139,798	\$179,143	25,239	1.602%	\$138,910
Rancho Cordova	\$426,429	\$570,376	80,359	5.099%	\$442,278
Sacramento	\$2,760,389	\$3,676,946	518,037	32.874%	\$2,851,162
Sacramento County	\$3,160,899	\$4,289,029	604,272	38.346%	\$3,325,780
<b>TOTAL</b>	<b>\$8,351,627</b>	<b>\$11,185,054</b>	<b>1,575,838</b>	<b>100.00%</b>	<b>\$8,673,066</b>

The proposed Fiscal Year 2022-23 revenue distribution of \$8.7 is based on \$12.5M of anticipated franchise fee revenue, will be distributed in June 2023, to include adjustments based on actual franchise fee revenue received at the end of Fiscal Year 2022-23.

**FISCAL YEAR 2022-23 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 (now DirectTV), 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 2022-23 PEG Fee Budget is based on \$2.25M of PEG Fee revenue, with proposed expenditures of \$4.9M. The budget includes an estimated \$2.6M of carry over PEG funds from Fiscal Year 2021-22, since the Commission’s seven member agencies and most of Metro Cable’s funded projects have not started and/or completed their PEG fee funded projects this year, due to shortages of goods, supply-chain disruptions, and delays in shipment of goods resulting from the on-going pandemic.

The Commission’s Member Agencies and Channel Licensees were informed that the call for funding process, as in 2020, will be deferred until July 2022. Therefore, staff recommends that the Board approve as to form the Fiscal Year 2022-23 Pro Forma Funding Agreement which includes funding for the facilities/equipment base for each Channel Licensee as well as rent, and authorize the Executive Director to prepare and modify the Agreement as needed based on the funding amounts approve.

With the delay in the call for funding for PEG equipment for Fiscal Year 2022-23, \$3M is proposed for contingency. This amount will be re-appropriated for PEG projects approved for member agencies, Metro Cable, and Channel Licensees at the September 2022 Board meeting. Also, \$300K is proposed for additions to the PEG Fee Fund Reserve which brings the Reserve balance up to \$1.15M.

Proposed PEG Fee Funding for Channel Licensees

The Fiscal Year 2022-23 PEG Fee Fund propose a one-time 10% COLA for Channel Licensees’ facilities/equipment base. Funding request for PEG equipment from Channel Licensees will be presented to your Board at the September 1, 2022 Quarterly Final Budget meeting.

PEG FEE FUND (094B) Proposed PEG Fee Funding – Channel Licensees		
Channel Licensee	FY 2021-22 Funding	FY 2022-23 Proposed Funding (with 10% COLA)
Access Sacramento – Facilities/Equipment Base	\$111,730	\$122,903
Access Sacramento – Coloma Center Rent	\$11,716	\$11,716
SECC – Facilities/Equipment Base	\$12,778	\$14,056
SECC – Rent	\$56,957	\$56,957
<b>PEG FEE FUNDING TOTAL FOR CHANNEL LICENSEES</b>	<b>\$193,181</b>	<b>\$205,632</b>

**RECOMMENDATION:**

It is recommended the Board approve the Fiscal Year 2022-23 General Fund (094A) and Fiscal Year 2022-23 PEG Fee Fund (094B) Proposed Budgets, to include the adoption of Resolution Nos. 2022-005 through 2022-012, along with the approval of all exhibits, attachments, and agreements included in this staff report.

Respectfully submitted,

**Robert A. Davison**

Digitally signed by Robert A. Davison  
 DN: cn=Robert A. Davison, o=Sac Metro Cable TV  
 Commission, ou=Executive Director,  
 email=davisonb@saccounty.net, c=US  
 Date: 2022.05.27 20:04:28 -0700'

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

### Agenda Item 3

#### Fiscal Year 2022-23 General Fund and PEG Fee Fund Proposed Budgets

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#### Attachments:

- Attachments: Resolution No. 2022-006, Adopting the Fiscal Year 2022-23 Proposed General Fund (094A) Budget (Attachment 1);
- Resolution No. 2022-007, Adopting the Fiscal Year 2022-23 Proposed PEG Fee Fund (094B) Budget (Attachment 2);
- Fiscal Year 2021-22 Budgeted/Year-end Estimates and Fiscal Year 2022-23 Proposed General Fund Budget (Exhibit 1);
- Fiscal Year 2021-22 Budgeted/Year-end Estimates and Fiscal Year 2022-23 Proposed PEG Fee Fund Budget (Exhibit 2);
- Resolution No. 2022-008, Approving an Amendment to the Commission Legal Counsel Services Retainer Agreement (Attachment 3);
- Fiscal Year 2022-23 Amendment to Legal Counsel Services Retainer Agreement (Attachment 4);
- Resolution No. 2022-009, Approving Pro Forma Annual Funding for Channel Licensees – Initial Allocation for Operations & PEG Bases (Attachment 5);
- Fiscal Year 2022-23 Pro Forma Annual Funding and Performance Agreement for the Channel Licensee – Initial Allocation for Operations & PEG Bases (Attachment 6);
- Fiscal Year 2021-22 Annual Performance Agreement for Interfaith Council of Greater Sacramento DBA Sacramento Faith TV (Attachment 7);
- Resolution No. 2022-010, Approving a Third Amendment to the Closed Captioning Services Agreement with Aberdeen Captioning, Inc. (Attachment 8);
- Third Amendment to Closed Captioning Services Agreement w/Aberdeen Captioning, Inc. (Attachment 9);
- List of Agency Meetings Close Caption by Aberdeen in Fiscal Year 2022-23 (Attachment 10);
- Resolution No. 2022-011 – Approving an Amendment to Cablecasting Services Agreement (Attachment 11)
- Fiscal Year 2022-23 Amendment to Agreement for Cablecasting Services (Attachment 12);
- Resolution 2022-012, Approving the Reclassification of the Senior Office Specialist Confidential Position to an Administrative Services Specialist Confidential Job Description (Attachment 13)
- Administrative Services Specialist, Confidential Job Description (Attachment 14)
- Fiscal Year 2022-23 Proposed Staffing (Attachment 15)
- Fiscal Year 2022-23 Operations & PEG Fee Base Funding Requests – Channel Licensees (Attachments 16-19);
- Fiscal Year 2021-22 Operations Request – Metro Cable (Attachment 20)

## SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

## RESOLUTION NO. 2022-006

**A RESOLUTION ADOPTING THE FISCAL YEAR 2022-23  
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 2022-23 were made.

**THEREFORE, IT IS HEREBY RESOLVED** in accordance with Section 29089 of the Government Code, the proposed budget for Fiscal Year 2022-23 for the General Fund (094A) is hereby adopted in accordance with the following:

Salaries and Employee Benefits (Object 10)	\$1,538,714
Services and Supplies (Object 20)	\$843,223
OPEB Expense (Object 30)	\$69,805
Channel Licensees – Operations (Object 30)	\$1,658,991
Depreciation Expense - Audit (Object 30)	\$1,000
County Wide Cost Allocation – A87 (Object 30)	\$14,000
Contribution to Other Agencies (Object 30) – Atrium 916	\$15,000
Revenue Distribution – Fiscal Year 2022-23 (Object 30)	\$8,673,066
O/C – Prior Years’ Audit Adjustment (Object 30)	\$1,000
Equipment – Fixed Assets ( Object 40)	\$5,000
Bonded Debt Services (Object 50)	\$1,000
Contingency Appropriation – Operations (Object 70)	\$25,000
<b>FISCAL YEAR 2022-23 PROPOSED GENERAL FUND BUDGET TOTAL</b>	<b>\$12,845,800</b>

**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 Fiscal Year 2022-23 General Fund (094A) Proposed Budget be and is hereby adopted in accordance with the listed attachments and Exhibits in the Fiscal Year 2022-23 Proposed Budgets 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 a one-time 10% COLA is approved in Fiscal Year 2022-23 for all Commission staff positions and for Channel Licensees’ Operations base; and in addition the Commission’s exempt positions shall include a 3.5% differential over said amounts.

**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 2021-22 Budget amends and authorizes the FY 2021-22 revenue distribution of \$11,185,054 to the Commission’s member jurisdictions to be issued in June 2022.

**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 2<sup>nd</sup> day of June 2022, 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. 2022-007

A RESOLUTION ADOPTING THE FISCAL YEAR 2022-23  
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 2022-23 were made.

**THEREFORE, IT IS HEREBY RESOLVED** in accordance with Section 29089 of the Government Code, the proposed budget for Fiscal Year 2022-23 for the PEG Fee Fund (094B) is hereby adopted in accordance with the following:

Member Agency Facilities/Equipment (Object 20)	\$1,138,819
Board of Equalization Audit - Sales Tax Adjustment (Object 20)	\$25
Channel Licensees – Facilities/Equipment Base (Object 30)*	\$205,632
O/C – Prior Year’s Expense	\$20,000
Equipment – Fixed Assets – Administration	\$13,000
Equipment – Fixed Assets - Metro Cable Projects (Object 40)	\$189,468
Fund Balance Reserve (Object 70)	\$300,000
Contingency Appropriation (Object 70)	\$2,996,417
<b>FISCAL YEAR 2022-23 PROPOSED PEG FEE FUND BUDGET TOTAL</b>	<b>\$4,863,361</b>
<small>*Channel Licensees Bases includes a one-time 10% COLA for PEG Bases; and does not include funding for PEG Equipment as the call for funding for FY 2022-23 was deferred to July 2022.</small>	

**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 2022-23 PEG Fee Fund Budget is hereby adopted in accordance with the attachments in the Fiscal Year 2022-23 Proposed 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 2<sup>nd</sup> day of June 2022, 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 2021-22 Budgeted/Year-end Estimates and Fiscal Year 2022-23 Proposed General Fund Budget

	G/L #	FY 2021-22 Budget	FY 2021-22 Actuals (@ Period 10)	FY 2021-22 ESTIMATED ACTUALS	FY 2022-23 PROPOSED BUDGET
<b>REVENUE</b>					
Interest Income	94941000	\$30,000	\$23,020	\$30,693	\$30,000
Cable TV Franchise Fees	97978100	\$12,000,000	\$9,864,136	\$12,833,427	\$12,500,000
BB&K Check (Comcast Settlement Agreement Dated 5/10/21)	97979032	\$0	\$2,000,000	\$2,000,000	\$0
Miscellaneous Other Revenue	97979000	\$10,000	\$11,020	\$11,020	\$10,000
<b>REVENUE ACCOUNTS TOTAL</b>		\$12,040,000	\$11,898,176	\$14,875,140	\$12,540,000
Fund Balance / Carry Forward		\$281,773	\$281,773	\$281,773	\$305,800
<b>GRAND REVENUE TOTAL</b>		\$12,321,773	\$12,179,949	\$15,156,913	\$12,845,800
<b>EXPENDITURES</b>					
<b>Salaries &amp; Wages / Benefits</b>					
Salaries & Wages - Employees	10111000	\$599,073	\$517,936	\$621,523	\$638,020
Salaries & Wages - Extra Help	10112100	\$20,000	\$3,756	\$12,000	\$20,000
Salaries & Wages - Commission Members	10112400	\$6,600	\$1,800	\$5,280	\$6,600
OT (Time & One-Half) - COMPASS Conversion	10113200	\$2,000	\$45	\$200	\$500
Terminal Pay - COMPASS Conversion	10115200	\$0	\$253	\$253	\$2,000
Retirement	10121000	\$92,132	\$46,824	\$67,601	\$99,092
OASDHI (Social Security Act)	10122000	\$50,038	\$33,124	\$39,748	\$53,076
Group Insurance	10123000	\$193,053	\$136,061	\$148,430	\$193,053
Dental Insurance	10123002	\$9,954	\$7,703	\$9,244	\$9,954
GSRMA - Life Insurance (Effective January 2022)	10123003	\$700	\$308	\$370	\$1,400
GSRMA - Vision Insurance (Effective January 2022)	10123004	\$864	\$415	\$498	\$1,728
GSRMA - EAP (Effective January 2022)	10123005	\$116	\$99	\$119	\$232
Workers Comp Insurance	10124000	\$10,113	\$1,896	\$9,751	\$11,385
SDI Insurance	10125000	\$2,003	\$1,002	\$1,203	\$1,674
Pension Retirees (Obligation for FYs 2019-20 through 2022-23 = \$500,000/FY)	10126000	\$500,000	\$500,000	\$500,000	\$500,000
<b>BENEFITS SUBTOTAL</b>		\$858,973	\$727,432	\$776,964	\$873,594
<b>SALARIES &amp; WAGES / BENEFITS TOTAL</b>	<b>10 TOTAL</b>	\$1,486,646	\$1,251,221.58	\$1,416,219.89	\$1,538,714
Books/Periodical Service	20202100	\$1,500	\$1,390	\$1,400	\$1,600
Film Supplies	20202500	\$11,000	\$4,944	\$8,000	\$12,962
Business Travel	20203100	\$9,771	\$7	\$1,600	\$7,406
Education & Training Supplies	20203500	\$3,850	\$1,429	\$1,750	\$5,129
Employee Recognition	20203800	\$1,587	\$1,083	\$1,083	\$2,021
Employee Transportation	20203900	\$500	\$15	\$100	\$500
Insurance - General Liability	20205100	\$15,553	\$2,995	\$14,996	\$17,244
Insurance - Bond / Pollution / Property	20205300	\$1,428	\$1,428	\$1,428	\$1,940
Membership Dues	20206100	\$4,990	\$4,299	\$4,500	\$5,000
Office Supplies	20207600	\$20,000	\$9,016	\$15,000	\$20,000
Postal Services	20208100	\$841	\$841	\$1,200	\$1,500
Printing Services	20208500	\$3,000	\$2,725	\$3,270	\$3,500
Cell Phone/Pager (G/L changed by the County from 20298701 in FY 2021-22)	20222700	\$1,750	\$1,510	\$1,812	\$2,000
Office Equipment Maintenance (G/L added by the County in FY 2021-22)	20226100	\$294	\$79	\$100	\$150
Modular Furniture - Office Workstation(s)	20226400	\$1,000	\$0	\$0	\$5,000
Radio/Elect Maintenance (Added by County in FY 2019-20)	20227200	\$100	\$0	\$100	\$100
Accounting Services	20250500	\$15,000	\$2,013	\$15,000	\$15,000
Legal Services	20253100	\$250,000	\$60,751	\$150,000	\$250,000
Security Service	20257100	\$500	\$0	\$500	\$500
Other Professional Services	20259100	\$151,350	\$30,764	\$130,000	\$188,620
DTech Labor (G/L Acct changed by the County from 20291100 for Fiscal Year 2020-21)	20271100	\$42,300	\$18,873	\$30,000	\$35,000
DTech WAN Charges (G/L Acct changed by the County from 20291600 for FY 2020-21)	20271600	\$34,000	\$25,128	\$30,154	\$59,758
DTech County-Wide IT Services (G/L Acct changed by the County for Fiscal Year 2020-21)	20281000	\$7,000	\$5,044	\$6,500	\$9,490
DTech Fee (G/L Acct added by the County for Fiscal Year 2020-21)	20281101	\$16,928	\$7,578	\$9,100	\$14,000
Hardware	20281201	\$7,807	\$1,900	\$5,000	\$6,000
Software	20281202	\$13,491	\$4,743	\$5,691	\$15,054

EXHIBIT 1

GENERAL FUND (094A) BUDGET

Fiscal Year 2021-22 Budgeted/Year-end Estimates and Fiscal Year 2022-23 Proposed General Fund Budget

	G/L #	FY 2021-22 Budget	FY 2021-22 Actuals (@ Period 10)	FY 2021-22 ESTIMATED ACTUALS	FY 2022-23 PROPOSED BUDGET
Sales Tax Adjustment - Board of Equalization (G/L Acct Added by County)	20281304	\$100	\$0	\$100	\$100
Interpreter Svcs (Closed Captioning)	20283200	\$125,000	\$76,545	\$100,000	\$100,000
COMPASS Costs	20291500	\$3,000	\$2,963	\$2,963	\$4,000
DTech WAN Charges (G/L Acct changed to 20271600 by County in FY 2021-23)	20291600	\$0	\$0	\$0	\$0
GS - Messenger Services	20292300	\$1,600	\$1,261	\$1,514	\$1,500
GS - Purchasing Svcs Allocation	20292500	\$200	\$0	\$100	\$200
GS - Equipment Rental - Light (Swapped out Metro Cable van in FY 2021-22)	20292800	\$10,000	\$5,230	\$6,276	\$7,500
GS - Fuel Usage- Light	20293800	\$100	\$178	\$50	\$250
County Facility Use (Rent/Lease)	20294200	\$35,000	\$27,589	\$34,000	\$35,000
GS -Parking Charges	20296200	\$9,326	\$7,175	\$8,600	\$11,000
Telephone Services - Land Line (Replaced G/L #202987800 in FY 2019-20)	20298703	\$3,200	\$2,398	\$2,877	\$3,200
Telephone Installations	20298900	\$1,000	\$0	\$0	\$1,000
<b>SERVICES AND SUPPLIES TOTAL</b>	<b>20 TOTAL</b>	<b>\$804,066</b>	<b>\$311,893</b>	<b>\$594,764</b>	<b>\$843,223</b>
<b>OPEB Expense (New GL Acct Created per Lincoln Bogard's 4-27-2020 E-mail)</b>					
OPEB Expense	30300200	\$73,901	\$73,901	\$73,901	\$69,805
<b>Contract Service (Channel Licensees) - 2.89% COLA FY 21-22; No COLA FY 22-23)</b>					
Access Sac - Operations Base	30310500	\$560,432	\$560,432	\$560,432	\$616,475
Access Sac - HT-TV Operations Base	30310500	\$72,902	\$72,902	\$72,902	\$80,192
Access Sac - GOTW Operations Base	30310500	\$63,426	\$63,426	\$63,426	\$69,769
<b>Access Sac - Grand Total</b>	<b>30310500</b>	<b>\$696,760</b>	<b>\$696,760</b>	<b>\$696,760</b>	<b>\$766,436</b>
Capital Public Radio - Oper Base	30310500	\$25,206	\$25,206	\$25,206	\$27,727
KVIE Operations Base	30310500	\$275,688	\$275,688	\$275,688	\$303,257
SECC Operations Base	30310500	\$358,552	\$358,552	\$358,552	\$394,407
SECC Operations - Staffing (Approved 6/6/2019 Mtg eff FY 2019-20)	30310500	\$73,164	\$73,164	\$73,164	\$80,480
BESTNet Operations Base	30310500	\$78,804	\$78,804	\$78,804	\$86,684
<b>CONTRACT SERVICE (CHANNEL LICENSEES) TOTAL</b>		<b>\$1,508,174</b>	<b>\$1,508,174</b>	<b>\$1,508,174</b>	<b>\$1,658,991</b>
Depreciation Expense (From Audit)	30332002	\$1,000	\$0	\$0	\$1,000
Sac County CW Cost Allocation - (Added by County FY 2019-20)	30348000	\$13,000	\$1,598	\$13,000	\$14,000
Contribution to Other Agencies - Atrium 916 Agreement (COVID-19 Response)	30370000	\$75,000	\$30,000	\$60,000	\$15,000
<b>Contributions to Other Agencies (Member Agencies Revenue Distribution)</b>					
Citrus Heights (FY 2021-22 Revenue Distribution)	30370000	\$470,051	\$0	\$613,020	\$0
Elk Grove (FY 2021-22 Revenue Distribution)	30370000	\$953,495	\$0	\$1,256,120	\$0
Folsom (FY 2021-22 Revenue Distribution)	30370000	\$440,567	\$0	\$600,421	\$0
Galt (FY 2021-22 Revenue Distribution)	30370000	\$139,798	\$0	\$179,143	\$0
Rancho Cordova (FY 2021-22 Revenue Distribution)	30370000	\$426,429	\$0	\$570,376	\$0
Sacramento (FY 2021-22 Revenue Distribution)	30370000	\$2,760,389	\$0	\$3,676,946	\$0
Sacramento County (FY 2021-22 Revenue Distribution)	30370000	\$3,160,899	\$0	\$4,289,029	\$0
Fiscal Year 2020-21 Revenue Distribution - Grand Total	30370000	\$8,351,627	\$0	\$11,185,054	\$0
Citrus Heights (FY 2022-23 Revenue Distribution)	30370000	\$0	\$0	\$0	\$475,345
Elk Grove (FY 2022-23 Revenue Distribution)	30370000	\$0	\$0	\$0	\$974,015
Folsom (FY 2022-23 Revenue Distribution)	30370000	\$0	\$0	\$0	\$465,576
Galt (FY 2022-23 Revenue Distribution)	30370000	\$0	\$0	\$0	\$138,910
Rancho Cordova (FY 2022-23 Revenue Distribution)	30370000	\$0	\$0	\$0	\$442,278
Sacramento (FY 2022-23 Revenue Distribution)	30370000	\$0	\$0	\$0	\$2,851,162
Sacramento County (FY 2022-23 Revenue Distribution)	30370000	\$0	\$0	\$0	\$3,325,780
Fiscal Year Revenue Distribution - Grand Total	30370000	\$0	\$0	\$0	\$8,673,066
<b>CONTR TO OTHER AGENCIES (REVENUE DISTRIBUTION) TOTAL</b>		<b>\$8,351,627</b>	<b>\$0</b>	<b>\$11,185,054</b>	<b>\$8,673,066</b>
<b>O/C - PRIOR YEAR'S (For Audit Findings)</b>	<b>30398000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,000</b>
<b>OTHER CHARGES TOTAL</b>	<b>30 TOTAL</b>	<b>\$10,022,702</b>	<b>\$1,613,673</b>	<b>\$12,840,129</b>	<b>\$10,432,862</b>

EXHIBIT 1

GENERAL FUND (094A) BUDGET

Fiscal Year 2021-22 Budgeted/Year-end Estimates and Fiscal Year 2022-23 Proposed General Fund Budget

	G/L #	FY 2021-22 Budget	FY 2021-22 Actuals (@ Period 10)	FY 2021-22 ESTIMATED ACTUALS	FY 2022-23 PROPOSED BUDGET
Equip-SD-Non-Recon (Fixed Assets)	43430300	\$2,500	\$0	\$0	\$5,000
Oper Transfer Out - Lease (799 G Street Building Bonded Debt Svc)	50523000	\$1,000	\$0	\$0	\$1,000
Contingency Appropriation (Oper)	79790100	\$5,000	\$0	\$0	\$25,000
<b>OTHER CHARGES TOTAL</b>		<b>\$8,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$31,000</b>
<b>GRAND EXPENDITURE TOTAL</b>		<b>\$12,321,914</b>	<b>\$3,176,788</b>	<b>\$14,851,113</b>	<b>\$12,845,800</b>

EXHIBIT 2  
PEG FEE FUND (094B)  
FY 2021-22 Budgeted and Estimates / FY 2022-23 Preliminary PEG Fee Fund Budget

	G/L Acct	FY 2021-22 Budget	FY 2021-22 Actuals @ Period 10	FY 2021-22 Year End Estimated	FY 2022-23 Proposed Budget
<b>REVENUE</b>					
Interest Income	94941000	\$20,000	\$7,522	\$14,522	\$15,000
PEG Fee Revenue	97978200	\$2,250,000	\$1,979,038	\$2,572,767	\$2,250,000
Fund Balance / Carry Forward		\$1,537,425	\$1,537,425	\$1,537,425	\$2,598,362
<b>REVENUE TOTAL</b>		<b>\$3,807,425</b>	<b>\$3,523,985</b>	<b>\$4,124,714</b>	<b>\$4,863,362</b>
<b>EXPENDITURES</b>					
Inventoriable Equipment (Member Agencies)	20226500				
Citrus Heights (FY 2021-22 Project)		\$12,811	\$0	\$0	\$12,811
Citrus Heights (FY 2022-23 Project)		\$0	\$0	\$0	\$0
Elk Grove (FY 2021-22 Project)		\$0	\$0	\$0	\$0
Elk Grove (FY 2022-23 Project) - No Request Submitted		\$0	\$0	\$0	\$0
Folsom (FY 2021-22 Project)		\$14,904	\$0	\$0	\$14,904
Folsom (FY 2022-23 Project)		\$0	\$0	\$0	\$0
Galt (FY 2021-22 Project)		\$17,159	\$0	\$0	\$17,159
Galt (FY 2022-23 Project)		\$0	\$0	\$0	\$0
Rancho Cordova (FY 2020-21 Project)		\$148,129	\$148,128	\$148,128	\$0
Rancho Cordova (FY 2021-22 Project)		\$106,225	\$0	\$0	\$106,225
Rancho Cordova (FY 2022-23 Project)		\$0	\$0	\$0	\$0
Sacramento - City Hall Council Chambers (FY 2021-22 Project)		\$92,267	\$0	\$0	\$92,267
Sacramento - Historic Hearing Chambers (FY 2021-22 Project)		\$135,274	\$0	\$0	\$135,274
Sacramento - City Hall Council Chambers (FY 2022-23 Project)		\$0	\$0	\$0	\$0
Sacramento - Historic Hearing Chambers (FY 2022-23 Project)		\$0	\$0	\$0	\$0
Sacramento County (FY 2021-22 Project)		\$760,179	\$0	\$0	\$760,179
Sacramento County (FY 2022-23 Project)		\$0	\$0	\$0	\$0
<b>Invent Equip Subtotal (Member Agencies)</b>		<b>\$1,286,948</b>	<b>\$148,128</b>	<b>\$148,128</b>	<b>\$1,138,819</b>
<b>Sales Tax Adjustment - Board of Equalization Audit</b>	<b>20281304</b>	<b>\$25</b>	<b>\$0</b>	<b>\$0</b>	<b>\$25</b>
<b>G/L Account 2000 Total</b>		<b>\$1,286,973</b>	<b>\$148,128</b>	<b>\$148,128</b>	<b>\$1,138,844</b>
Support Service (Channel Licensees)	30310400				
Access Sac - Cablecast Radio: The Voice of Sacramento		\$49,280	\$49,280	\$49,280	\$0
Access Sac - Checkout Equipment & News Youth Prod Kits		\$18,504	\$18,504	\$18,504	\$0
Access Sac - Coloma TV Studio		\$14,555	\$14,555	\$14,555	\$0
Access Sac - HD Truck & Sec Camera & Refurbish Old Van		\$19,575	\$19,575	\$19,575	\$0
Access Sac - NNB Development & Server		\$44,345	\$44,345	\$44,345	\$0
Access Sac - Office Equipment / Software / Cloud Mgmt		\$106,377	\$106,377	\$106,377	\$0
Access Sac - Remote Live Camera System, Security, Software		\$12,799	\$12,799	\$12,799	\$0
<b>Access Sac - PEG Equipment Grand Total</b>		<b>\$265,435</b>	<b>\$265,435</b>	<b>\$265,435</b>	<b>\$0</b>
CPR - Equipment		\$14,869	\$14,869	\$14,869	\$0
KVIE - Equipment		\$578,628	\$578,628	\$578,628	\$0
SECC - Equipment		\$18,858	\$18,858	\$18,858	\$0
SECC - Robotic Cameras & Controller		\$40,818	\$40,818	\$40,818	\$0
SECC - SEVA Labs (New & Refresh)		\$90,000	\$90,000	\$90,000	\$0
SECC - SEVA Student Home Studio Support		\$40,000	\$40,000	\$40,000	\$0
<b>SECC - PEG Equipment Grand Total</b>		<b>\$189,676</b>	<b>\$189,676</b>	<b>\$189,676</b>	<b>\$0</b>
BESTNet Phase		\$0	\$0	\$0	\$0
<b>Support Svc Subtotal (Channel Licensees)</b>		<b>\$1,048,608</b>	<b>\$1,048,608</b>	<b>\$1,048,608</b>	<b>\$0</b>
Contract Service Inst (Channel Licensees)	30310500				
Access Sac Fac/Equip Base (FY 21-22-2.89% COLA; FY 22-23-10% COLA)		\$111,730	\$111,730	\$111,730	\$122,903
Access Sac - Coloma Center Rent		\$11,716	\$11,716	\$11,716	\$11,716
SECC Fac/Equip Base (FY 2021-22-2.89% COLA; FY 2022-23-10% COLA)		\$12,778	\$12,778	\$12,778	\$14,056
SECC - Rent		\$56,957	\$56,957	\$56,957	\$56,957
<b>Contract Svc Inst Subtotal (Chan Licensees)</b>		<b>\$193,181</b>	<b>\$193,181</b>	<b>\$193,181</b>	<b>\$205,632</b>
<b>O/C - Prior Year's Exp (G/L Corr: SMCTC Biennial Audits)</b>	<b>30398000</b>	<b>\$20,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$20,000</b>
<b>G/L Account 3000 Total</b>		<b>\$1,261,789</b>	<b>\$1,241,789</b>	<b>\$1,241,789</b>	<b>\$225,632</b>

EXHIBIT 2  
PEG FEE FUND (094B)  
FY 2021-22 Budgeted and Estimates / FY 2022-23 Preliminary PEG Fee Fund Budget

	G/L Acct	FY 2021-22 Budget	FY 2021-22 Actuals @ Period 10	FY 2021-22 Year End Estimated	FY 2022-23 Proposed Budget
Equipment SD Non-Recon - Fixed Assets	43430300				
Administration Equipment/Facilities		\$10,000	\$0	\$0	\$10,000
AT&T VRAD Equipment (Monitoring)		\$3,000	\$0	\$0	\$3,000
Comcast Headend		\$6,718	\$0	\$0	\$6,718
Metro Cable Control Room		\$20,780	\$0	\$20,780	\$0
Metro Cable Edit System		\$12,956	\$10,245	\$12,956	\$0
Metro Cable Flight Pack		\$122,965	\$0	\$0	\$122,965
Metro Cable Master Control		\$60,968	\$50,432	\$53,502	\$7,466
Metro Cable Server		\$22,319	\$0	\$0	\$22,319
Metro Cable Van		\$30,000	\$0	\$0	\$30,000
Regional Transit Control Room		\$62,218	\$49,198	\$49,198	\$0
<b>Equip SD Non-Recon - Fixed Assets Sub-Total</b>		<b>\$351,924</b>	<b>\$109,875</b>	<b>\$136,435</b>	<b>\$202,468</b>
<b>G/L Account 4000 Total</b>		<b>\$351,924</b>	<b>\$109,875</b>	<b>\$136,435</b>	<b>\$202,468</b>
Fund Balance Reserve	7100000	\$300,000	\$0	\$0	\$300,000
Contingency Appropriation	79790100	\$606,739	\$0	\$0	\$2,996,418
<b>EXPENDITURE TOTAL</b>		<b>\$3,807,425</b>	<b>\$1,499,793</b>	<b>\$1,526,353</b>	<b>\$4,863,361</b>

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

RESOLUTION NO. 2022-008

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 2<sup>nd</sup> day of June 2022, 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.sacmetrocable.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 2022-23 AMENDMENT TO LEGAL COUNSEL RETAINER AGREEMENT

**THIS AMENDMENT** is made and entered into this \_\_\_\_ day of June 2022, 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 Joshua Nelson, 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, 2022 and ending June 30, 2023. Mr. Nelson may delegate assignments to other attorneys of the Firm as he 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:

- \$300 - legal services rendered to the Client by Joshua Nelson;
- \$310 - legal services rendered to the Client by Laura Fowler;
- \$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 \$215 per hour to \$420 per hour.

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**

\_\_\_\_\_  
Joshua Nelson, Esq.

\_\_\_\_\_  
Robert A. Davison, Executive Director

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



# SACRAMENTO METROPOLITAN Cable Television Commission

ROBERT A. DAVISON  
EXECUTIVE DIRECTOR

901 H STREET, SUITE 206 • SACRAMENTO, CA 95814 • PHONE (916) 874-6661 • FAX (916) 447-1450

WWW.SACMETROCABLE.TV

## AMENDMENT TO LEGAL COUNSEL RETAINER AGREEMENT FISCAL YEAR 2010-11

THIS AMENDMENT is made and entered into this 1<sup>st</sup> day of July 2010, amending that certain Retainer Agreement dated March 3, 1994, and amended annually, by and between the SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION, a Joint Powers Agency, hereinafter called "Client" and MCDONOUGH HOLLAND & ALLEN PC, a professional corporation, hereinafter called and referred to as "Firm".

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

1. Section 1. Representation

"The Firm, by and through Harriet A. Steiner, Esq., undertakes legal representation, consultation and advice of the Client as General Counsel ("General Counsel") and such other and further matters as the Client may from time to time request of the Firm during a twelve month term commencing July 1, 2010 and ending June 30, 2011."

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 rate of \$295 for each hour of legal services rendered."

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

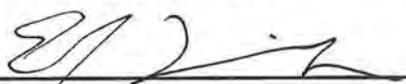
3. McDonough Holland & Allen PC (MHA) is in the process of winding down its operations. This disclosure is made so you are aware of how the Commission's matters may be handled in the future. The attorneys presently at MHA likely will be joining another law firm in Sacramento in the near future. At that point, you will have the following options related to the file disposition and further general counsel representation: (1) directing that the files be sent to the new firm we are associated with; (2) directing that the files be sent to another attorney or law firm; or (3) directing that all files be sent to you. We expect to be able to continue our representation of the Commission at the new firm barring a conflict of interest which could prohibit our continuing with the representation.

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

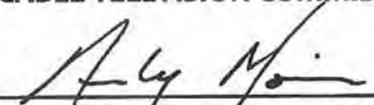
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month, and year first stated above.

**MCDONOUGH HOLLAND & ALLEN PC**

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

  
Edward J. Quinn, Jr.

**SACRAMENTO METROPOLITAN  
CABLE TELEVISION COMMISSION**

  
Chairperson, Board of Directors

2010-160

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RETAINER AGREEMENT

THIS AGREEMENT is entered into as of this 3rd day of March, 1994, by and between McDonough, Holland & Allen, a professional corporation whose offices are located at 555 Capitol Mall, 9th Floor, Sacramento, California 95814 (hereinafter "the Firm") and Sacramento Metropolitan Cable Television Commission, 828 I Street, Room 527, Sacramento, California 95814 (hereinafter "the Client").

1. Representation. The Firm, by and through Harriet A. Steiner, Esq. and Douglas A. Potts, Esq., undertakes legal representation, consultation and advice of the Client as General Counsel ("General Counsel") and such other and further matters as the Client may from time to time request of the Firm during a four month term commencing March 3, 1994 and ending June 30, 1994.

2. Compensation. For all such representation, consultation and advice, the Client agrees to compensate the Firm on the basis of the time expended by the Firm and the expenses incurred by the Firm in the representation, consultation and advice of the Client on the following basis:

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 rate of \$156.00 for each hour of legal services rendered. The \$156.00 hourly rate includes \$150.00 for legal services plus \$6.00 per hour for all copying, telephone, mailing and other similar expenses.

b. The Firm's monthly billings will state clearly the basis therefor, including the amount, rate, basis for calculation, a detailed description of the services performed and the time expended to the nearest tenth of an hour.

c. The \$156.00 hourly charge by Firm shall be deemed to include compensation for all costs and expenses incurred by Firm except those for out-of-County travel and filing fees and other litigation expenses, if any.

3. Payment of Monthly Billings. The Client agrees to pay each monthly billing within fifteen (15) days of its deposit in first class mail to the Client at the address provided in this Agreement, or such other address as the Client may subsequently provide to the Firm in writing.

4. Termination of Representation. The Client shall have the right to terminate representation by the Firm at any time during the term of this Agreement effective ten days following the date on which written notice is deposited in the United States Mail, postage prepaid, and directed to the Firm at the address above stated. Any such termination shall not affect the Client's obligation for fees and costs incurred prior to such termination.

5. Arbitration Rights. The Client has been advised that California Business and Professions Code Sections 6200-6206 give the Client the right to submit any dispute as to fees arising from professional legal services under this Agreement to arbitration. The Client shall have thirty (30) days from the date on which the Client receives the monthly billing of the Firm hereunder in which to request arbitration. If the Client does not do so, the Client will be deemed to have waived the right to arbitrate any dispute as to these fees under the program established by the Board of Governors of the State Bar of California. The Client can obtain a form with which to request fee arbitration from the Sacramento County Bar Association, 901 "H" Street, Suite 101, Sacramento, California 95814.

6. Contractor. This Agreement creates an independent contractual relationship, and not an employment. Firm shall be responsible to Client for the end product of the services it provides, and not the means or methods of delivering the services.

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

SACRAMENTO METROPOLITAN CABLE  
TELEVISION COMMISSION

by

J. P. Johnson

MCDONOUGH, HOLLAND & ALLEN

by

Alan Stein

## SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

## RESOLUTION NO. 2022-009

**A RESOLUTION OF THE SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION  
APPROVING PRO-FORMA ANNUAL FUNDING AND PERFORMANCE AGREEMENT FOR  
CHANNEL LICENSEES AND AUTHORIZING EXECUTION OF THESE  
AGREEMENTS FOR THE INDIVIDUAL CHANNEL LICENSEES  
(INITIAL ALLOCATION)**

**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 2022-23 Funding and Performance Agreement as submitted for the purpose of providing Operations and Public, Education, and Government (PEG) Facility/Equipment bases funding for the Channel Licensees for the period of July 1, 2022 to June 30, 2023; and

**FURTHER BE IT RESOLVED AND ORDERED** that this Agreement does not include 2022-23 funding for PEG equipment as the call for PEG Funding for equipment/facilities was deferred until July 2022 due to the lack of supplies and delays in shipment of equipment resulting from coronavirus (COVID-19) pandemic and the SMCTC Board, at its September 1, 2022 meeting, or at such other time as the Board in its discretion determines, will review these requests and may make additions or modifications to the funding for PEG Facility/Equipment for Fiscal Year 2022-2023 at that time, which will then be made by written amendment to the Agreement(s); and

**FURTHER BE IF RESOLVED AND ORDERED** that funding for Public, Education and Government (PEG) Channel Facilities/Equipment bases for Channel Licensees is, and continues to be 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 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 General Fund (094A) Budget authority and that the Executive Director, in consultation with Commission's Legal Counsel, may make minor changes to the Agreements to effectuate the Board's approvals; 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 2<sup>nd</sup> day of June 2022, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Chair of the Board

## SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

**PRO FORMA ANNUAL FUNDING AND PERFORMANCE  
AGREEMENT FOR CHANNEL LICENSEE  
FISCAL YEAR 2022-23  
(Initial Allocation)**

**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, 2022.

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. Because of the COVID-19 pandemic, the SMCTC has determined to approve current funding levels from fiscal year 2020-2021 through to fiscal year 2021-2022 and reevaluate funding and funding requests at its September 2022 meeting or at such other date as the SMCTC board deems appropriate.

D. All funding but especially PEG fund requests will be evaluated and acted on at the SMCTC Board’s September meeting. Funding set forth in this Agreement may remain the same, may be augmented based on the September review or may be decreased if necessary to account for revenues and COVID-19 budget reductions.

E. SMCTC has received an interim proposal from Licensee for funding. SMCTC hereby approves the interim proposal as modified based on review by Legal Counsel of eligible PEG equipment/facilities, and as approved or modified and 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 for Channel Licensees’ Operations and PEG/Facilities Equipment Bases:

<b>FISCAL YEAR 2022-23</b>	
(INSERT LICENSEE NAME) - Operations	\$ _____
(LICENSEE PROJECT NAME) Base - Operations	\$ _____
(LICENSEE PROJECT NAME) Base - Operations	\$ _____
PEG Fee Facilities/Equipment Bases	\$ _____
<b>TOTAL FISCAL YEAR 2022-23 FUNDING</b>	<b>\$ _____</b>

The above payments will be made on or about August 31, 2022 and February 28, 2023.

(b) Without limiting section 3, below, Licensee understands and is in agreement that the Board will review the budget and funding requests from the Licensee for 2022-2023 at its September Board meeting or at such later meeting as the Board may deem appropriate. Based on the Board's review the funding for Licensee may be modified, as determined by the Board. Any changes or modifications that the Board may approve during the 2022-2023 fiscal year shall be memorialized by written amendment to this Agreement.

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, 2023.

(INSERT CHANNEL LICENSEE NAME)

**SACRAMENTO METROPOLITAN  
CABLE TELEVISION COMMISSION**

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

FISCAL YEAR 2022-23  
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, June 28, 2018, June 6, 2019, June 18, 2020; and June 3, 2021.

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, 2023.

**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

RESOLUTION NO. 2022-010

A RESOLUTION APPROVING THE THIRD AMENDMENT TO  
CLOSED CAPTIONING SERVICES 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 Third Amendment to the attached Closed Captioning Services Agreement with Aberdeen Captioning, Inc., a California corporation.

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 2<sup>nd</sup> day of June 2022, 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 9

## THIRD AMENDMENT TO CLOSED CAPTIONING SERVICES AGREEMENT

**THIS THIRD AMENDMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2022, amending that certain Agreement for Closed Captioning Services ("Agreement"), dated June 21, 2019 as amended twice before on [insert] and [insert], by and between the **SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION**, a Joint Powers Agency, and **ABERDEEN CAPTIONING, INC.**, a California corporation.

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

**Section 5 of the Agreement is amended to read in full as follows:**

### *Time of Performance*

"This Agreement shall be effective **July 1, 2019** and shall terminate on **June 30, 2023**, 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 July 1, 2019 upon execution of this Amendment to Closed Captioning Services Agreement."

**Exhibit A (Scope of Services)** is amended to remove the following agencies from the "Other Agencies" chart in Exhibit A:

Sacramento City Unified School District, Sacramento Metropolitan Fire District, and Sacramento Regional Solid Waste Authority.

The Commission may add or remove agencies from Exhibit A with written notice to Contractor.

**Exhibit B (Scheduled of Charges)** is amended to modify the hourly rate for Live Captioning as follows:

### *Live Captioning Hourly Rate*

\$95.00 per hour.

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

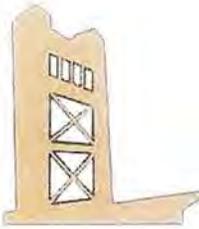
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month, and year first stated above.

**ABERDEEN CAPTIONING, INC.**

**SACRAMENTO METROPOLITAN  
CABLE TELEVISION COMMISSION**

\_\_\_\_\_  
Becky Isaacs, Executive Vice President

\_\_\_\_\_  
Robert A. Davison, Executive Director



# SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

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

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

## FISCAL YEAR 2019-20 CLOSED CAPTIONING SERVICES AGREEMENT

This Agreement ("Agreement") is made and entered into as of 6/21, 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 Schedule of Charges 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: an e-mail 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 July 1, 2019 upon 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 Agreement 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 ninety (90) 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 100  
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:



Becky Isaacs, Executive Vice President

Robert A. Davison, 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.

**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.)

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

**EXHIBIT B**  
**Schedule of Charges**

**Live Captioning Hourly Rate:** \$90.00 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 6:00 to 9:00 p.m.; then the minimum bill is three (3) hours).
- Additional unscheduled live captioning services billed an hour (1) minimum.
- Billing is in 30-minute 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 e-mail and phone to Contractor'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.
- Contractor 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.

**ATTACHMENT 10**  
**AGENCY MEETINGS CABLECAST ON METRO CABLE 14 (FOR CLOSE CAPTIONING)**  
**REVISED JUNE 2022**

<b>CABLE TELEVISION COMMISSION</b>	<b>Cablecast Live/Taped</b>	<b>Meeting Frequency</b>	<b>Meeting Day(s)</b>	<b>Meeting Start Time</b>	<b>Average Yearly Meetings</b>
Sacramento Metropolitan Cable Television Commission	Live	Quarterly	1st Thursday	2:30 PM	3
<b>COMMISSION MEMBER AGENCIES</b>	<b>Cablecast Live/Taped</b>	<b>Meeting Frequency</b>	<b>Meeting Day(s)</b>	<b>Meeting Start Time</b>	<b>Average Yearly Meetings</b>
Citrus Heights City Council	Live	Bi-Weekly	2nd & 4th Thursday	7:00 PM	22
Elk Grove City Council	Taped	Bi-Weekly	2nd & 4th Wednesday	6:00 PM	21
Folsom City Council	Taped	Bi-Weekly	2nd & 4th Tuesday	6:30 PM	21
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	22
Sacramento City Council	Live	Weekly	Tuesday; 2nd Tues 2 pm	5:00 PM	55
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)	45
<b>OTHER AGENCIES</b>	<b>Cablecast Live/Taped</b>	<b>Meeting Frequency</b>	<b>Meeting Day(s)</b>	<b>Meeting Start Time</b>	<b>Average Yearly Meetings</b>
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 County Community Corrections Partnership	Live	Every Other Month	1st Thursday	8:30 AM	5
Sacramento Environmental Commission	Live	Quarterly	3rd Monday	6:30 PM	4
Sacramento Local Agency Formation Commission (LAFCo)	Live	Monthly	1st Wednesday	5:30 PM	8
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	10
Sacramento Regional County Sanitation & Sewer Districts	Live	Bi-Weekly	2nd & 4th Wednesday	9:30 AM	14
Sacramento Regional Transit District (RT)	Taped	Bi-Weekly	2nd & 4th Monday	5:30 PM	14
Sacramento Transportation Authority (STA)	Live	Monthly	2nd Thursday	1:30 PM	10

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

RESOLUTION NO. 2022-011

A RESOLUTION APPROVING AN AMENDMENT TO  
AGREEMENT FOR CABLECASTING SERVICES

WHEREAS THE BOARD OF DIRECTORS OF THE SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION approved Amendments to the Agreement for Cablecasting Services for Regional Transit, the Sacramento Metropolitan Fire District, the Sacramento Unified School District and SMUD at its June 3, 2021 meeting.

NOW THEREFORE, BE IT RESOLVED AND ORDERED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION that the Commission approves an Amendment to the Agreement for Cablecasting Services for Regional Transit, the Sacramento Metropolitan Fire District, the Sacramento City Unified School District, and SMUD.

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 2<sup>nd</sup> day of June 2022, 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 12

## AMENDMENT TO AGREEMENT FOR CABLECASTING SERVICES

[AGENCY NAME]

**THIS AMENDMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2022, amending that certain Agreement for Cablecasting Services, dated \_\_\_\_\_ and as it may have been amended previously ("Agreement"), by and between the **SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION**, a Joint Powers Agency, and [AGENCY NAME] (hereafter, "Agency").

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

1. **Item 7 of Agreement is amended to read as follows:**

“Term. This Agreement shall commence on [INSERT] and terminate on [INSERT], unless sooner terminated either party without cause with thirty (30) days written notice to the other party.”

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

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

\_\_\_\_\_  
Robert Davison, Executive Director  
Sacramento Metropolitan Cable Television Commission  
799 G Street, 4<sup>th</sup> Floor, Sacramento, CA 95814-1212

\_\_\_\_\_  
Date

\_\_\_\_\_  
[AGENCY CONTACT PERSON], [TITLE]  
[AGENCY NAME]  
[AGENCY ADDRESS]

\_\_\_\_\_  
Date

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

RESOLUTION NO. 2022-012

A RESOLUTION RECLASSIFYING THE SR. OFFICE SPECIALIST CONFIDENTIAL POSITION  
TO AN ADMINISTRATIVE SERVICES SPECIALIST CONFIDENTIAL POSITON

**WHEREAS**, the Sacramento Metropolitan Cable Commission has a vacant Senior Office Specialist Confidential position; and

**WHEREAS**, after evaluation of the duties and responsibilities of the Administrative Services Officer III (ASO III) it was deemed the vacant Senior Office Specialist (SOS) Confidential position can be reclassified to a position requiring the knowledge, skills, and abilities to provide needed administrative assistance for the ASO III; and

**WHEREAS**, the reclassification of the SOS Confidential position to an Administrative Services Specialist (ASS) Confidential position would help with the identified needs; and

**WHEREAS**, the job description for the ASS Confidential position (attached hereto) reflects the increased responsibilities and required skills; and

**WHEREAS**, Management recommends a salary scale for the ASS Confidential position that is in line with the increased scope of responsibilities, skills, and knowledge.

**NOW, THEREFORE, BE IT RESOLVED** the Board of Directors of the Sacramento Metropolitan Cable Television Commission does hereby approve Resolution No. 2022-012, Reclassifying the Sr. Office Specialist Confidential position to an Administrative Services Special Confidential position, along with the updated job description and the recommended salary scale.

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 2<sup>nd</sup> day of June 2022 by the following vote, to wit:

AYES:

NOES:

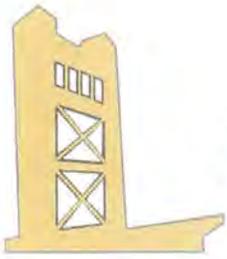
ABSTAIN:

ABSENT:

ATTEST:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Chair



# 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 14

### ADMINISTRATIVE SERVICES SPECIALIST (CONFIDENTIAL)

#### DEFINITION:

Under general supervision, the Confidential Administrative Services Specialist performs a wide range of specialized administrative tasks, duties, and responsibilities in support of the Sacramento Metropolitan Cable Television Commission (Commission) Administration Department. Responsibilities include performing duties related to serving as the Assistant Clerk to the Commission Board, manages the Commission's Records Management system, and performs professional human resources work in the areas of recruitment, benefits administration, and human resources operations.

#### DISTINGUISHED CHARACTERISTICS:

The Confidential Administrative Services Specialist has independence within a general framework in records management and office management roles. This position is distinguished from other Administration positions in that it provides primary support for Administration operations, serves as Assistant Clerk to the Commission Board; manages the records retention system to include contracts, agreements, resolutions, and certificates of insurance; provides administrative assistance to the Administrative Services Officer III.

#### SUPERVISION RECEIVED AND EXERCISED:

The Confidential Administrative Services Specialist receives supervision from the Administrative Services Officer III or a higher level position. The Confidential Administrative Services Specialist may exercise direct or functional supervision over, or act as a lead to other Administration support staff.

#### ESSENTIAL DUTIES AND RESPONSIBILITIES:

The duties listed below represent the various types of work that may be performed. The omission of specific statements of duties does not exclude them if the work is related or a logical assignment to this class.

- Attend Board meetings as required.
- Assist in organizing and preparing agenda for Board meetings to meet legal and operational requirements;
- Prepare legal notices and official advertising;
- Attend Board meetings; take notes; and preparing action summaries (minutes)
- Organizing and updating official legislative files; Assist in preparation of Board meeting agenda items, staff reports and all related documents.
- Performs data entry and database maintenance;
- Process required filings and other documents for Board members.

## **Administrative Services Specialist (Confidential)**

### **Job Description**

#### **Page 2**

- Assist Administrative Services Officer III (ASO III) in writing policies, procedures, and desk manuals.
- Prepare Board binders, update in-house logs associated with current board members, proof and assist in finalizing and obtaining Executive Director's signature on board packets, and bookmark and send for finalization and duplication.
- Proof and assist with finalizing and obtaining Executive Director signature for Requests/Agreements for Member Agencies and Channel Licensees' Funding Agreement; make copies for in-house, Executive Director and ASO III's binders, and upload PDF versions to SharePoint.
- Assist in conducting research related to Commission special projects, such as in By-laws, security deposits, audits, and litigation or pending items; assist in reconciling expenses and revenues and in planning and preparing the budget for the Executive Director to review with ASO III, and assist with the presentation to the Board.
- Assist in ensuring accuracy in calculations and the payment process, that postings to the General Ledger are accurate, and with the assistance of the ASO III, compile and finalize the budget, and assist with the presentation of the budget.
- Reviews and/or recommends changes in operating policies and procedures to streamline office operations and improve efficiency;
- Process employment-related changes for existing employees, including personnel action forms.
- Provide back-up for payroll function.
- Assist with all aspects of the recruitment process.
- Prepare new hire packets.
- Input new hires in payroll system.
- Maintain personnel files.
- Perform related duties as assigned.

#### **Knowledge of:**

- Principles and practices of administrative support and processes and procedures.
- Internal departmental policies, procedures and functions.
- Microsoft Office applications, including MS Word and Excel, to create standard correspondences, procedure documents, and create in-house documents as needed.
- Document preparation including creating, reviewing, and electronically producing technical reports per office procedures including specific terminology, grammar and style, and comply with legal and fiscal requirements.
- Maintain filing systems including the creation of files (electronic and hard copy).

#### **Demonstrated Skill to:**

- Maintain and exemplify an enthusiastic, resourceful, and effective attitude with all who are contacted in the course of the work.
- Manage time efficiently and prioritize assigned projects while ensuring completion in a timely manner.
- Solve problems, use sound judgment, and make decisions that are consistent with SMCTC philosophy.
- Work independently with minimal direction.
- Communicate in a positive and clear manner, both written and verbal.

## **Administrative Services Specialist (Confidential)**

### **Job Description**

#### **Page 3**

- Effectively work with a variety of staff at varying levels in the organization as well as Board members and the public.
- Remain calm under the pressure of deadlines.
- Work with a sense of urgency.
- Promote continuous improvement of systems and processes.
- Provide an accurate and detail oriented work product.
- Track and maintain logs of incoming and outgoing correspondences

#### **Ability to:**

- Plan work and coordinate the flow of work.
- Assist in cross-training and managing another's work ability and job; recommend corrections.
- Handle multiple projects and deadlines.
- Use judgement, logic and reasoning in new or unclear situations.
- Communicate effectively with the public and local public agencies.
- Explain or clarify policies and procedures to staff and other agency members.
- Understand and follow complex verbal and written instructions.
- Physical strength and agility may be required to transport boxes of materials and supplies.
- Ability to understand procedure manuals and policy guidelines and at a level necessary to compose correspondence independently from notes or verbal instruction.
- Exercise independent judgment in determining proper work methods and procedures, and assembling and evaluating information.
- Work independently and carry out assignments with minimal supervision.

#### **MINIMUM QUALIFICATIONS:**

##### **Education and Experience:**

##### **Education:**

Requires knowledge of business or public administration, basic accounting and bookkeeping, and office operations and management, equivalent to an AA Degree plus additional on-the-job specialized training. College degree is desirable, but not required.

##### **Experience:**

Two (2) years of experience performing high-level administrative duties in a legislative body, such as a City Council, City Commission or Board of Directors, directly related Clerk to the Board and/or Human Resources Department.

##### **LICENSES AND CERTIFICATES:**

Associate's Degree; Certified Municipal Clerk (CMC) is highly desirable but not required. A valid California driver's license will be required at the time of appointment and must be maintained throughout employment.

**PHYSICAL DEMAND AND WORKING CONDITIONS:**

The physical demands described here are representative of those that must be met by employees to successfully perform the essential functions of this position. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

**Physical Demand:**

While performing the duties of this job, the employee is regularly required to sit, walk and stand; speak and hear; use hands to handle, feel or operate objects, tools or controls; reach with hands and arms; and perform repetitive movements of hands or wrists. The employee is required to use computer equipment, including a computer. The employee is frequently required to lift up to 10 pounds unaided.

Employees are required to frequently stand and walk in work areas and sit for long periods while completing tasks;

Ability to listen and document conversations.

**Mental/Visual Demand:**

While performing the duties of this position, an employee uses written and oral communication skills; reads and interprets data, information and documents; analyzes and solves problems; uses math and mathematical reasoning; performs highly detailed work; deals with multiple concurrent tasks; and interacts with others encountered during work, including frequent contact with customers and/or the public and dissatisfied/abusive individuals. Works at a computer for long periods of time; and reviews written agreements, contracts, and Board packets.

**Work Environment:**

The employee works in an office environment where the noise level is usually not excessive.

**OTHER CONDITIONS OF EMPLOYMENT:**

The probationary period is 12 months.

The employee may be required to work a flexible schedule.



# 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 15

### FISCAL YEAR 2022-23 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	--	--	\$9,341.31	\$9,807.66	\$10,297.56
Administrative Services Officer I	\$5,606.25	\$5,886.42	\$6,180.50	\$6,490.17	\$6,815.58
Administrative Services Specialist (Confidential)	\$5,134.75	\$5,392.25	\$5,662.00	\$5,945.58	\$6,243.08
Senior Office Assistant	\$3,497.42	\$3,671.42	\$3,855.83	\$4,409.00	\$4,250.83
Full-Time Positions (Metro Cable)					
Job Title	Step 1	Step 2	Step 3	Step 4	Step 5
Production Director	\$5,202.53	\$5,347.44	\$5,735.80	\$6,022.59	\$6,323.72
Programming Coordinator	\$4,303.39	\$4,518.55	\$4,744.50	\$4,981.73	\$5,230.80
Technical Coordinator	\$4,303.39	\$4,518.55	\$4,744.50	\$4,981.73	\$5,230.80
Multimedia Technician	\$3,717.43	\$3,903.30	\$4,098.47	\$4,303.39	\$4,518.55
Part-Time Positions (Metro Cable)**					
Job Title	Step 1	Step 2	Step 3	Step 4	Step 5
Production Assistant I	--	-	--	--	\$15.50
Production Assistant II	\$15.97	\$16.45	\$16.94	\$17.45	\$17.97
Production Assistant III	\$18.51	\$19.07	\$19.64	\$20.23	\$20.84

\*Does not include a COLA for FY 2022-23. \*\*Part-time PA Hourly rate complies with minimum wage requirements effective January 1, 2023 for Employers with 26 employees or less.

**LICENSE AND OPERATIONS AGREEMENT  
PERTAINING TO**

**USE OF COMMUNITY PROGRAMMING  
CHANNEL(S) – ACCESS SACRAMENTO**

**(Effective November 6, 2003 to June 30, 2006)**

Donna Girot, *Executive Director*

May 20, 2022

**BOARD OF DIRECTORS**

Bob Smith, *Chair*

Kim Mims, *Vice-Chair*

Monica Stark, *Secretary*

Samantha K. Henderson, *Chief  
Financial Officer & Treasurer*

Elitas Chirwa

Denies McCoy

Erika Bradley

Matthew Guilliam

**Community Outreach Advisor**

Joyce Mitchell

**Projects**

Hometown Sports Game of the Week

KUBU 96.5 FM

"The Voice of Sacramento"

AccessLocal.TV Neighborhood News

Live Wire!

Listen Up, Sacramento!

A Place Called Sacramento

Scriptwriting Competition & Film Project

"Power of Voice" Award Honoree

Celebration

**HOURS OF OPERATION**

(subject to change)

**OFFICE**

Monday – Thursday 10 am – 6pm

Friday 10 am – Noon

**PRODUCTION**

Monday - Thursday

10 am - 9pm

**MEDIA LAB**

Monday - Thursday

12 Noon – 8:45pm

Mr. Robert Davison, Executive Director  
Executive Officer  
Sacramento Metro Cable Television Foundation  
799 G Street, 4<sup>th</sup> Floor  
Sacramento, CA 95814

Re: 2022-23 Channel Licensee Funding Request

Dear Mr. Davison,

Please find attached the revised Access Sacramento's 2022-23 channel licensee funding request with the requested appendices which petitions a 14.7% permanent increase in operational base funding over an estimated 2% COLA, and an estimated 2% increase in facilities & equipment base PEG funding. This 2% is estimated on the cable commission's current COLA increase policy as regards to channel licensees.

The 14.7% operations base increase is a reflection of the post-pandemic state of business with increases liability and property insurance, staffing, materials and service costs that Access Sacramento depends upon to serve the community. See attached **Appendix B** to compare regular yearly COLA increase and current request.

		Increase Requested	
		Proposed	
		2022-23 Funding	\$ Increase
		14.7% increase over	over 2021-22
		2% COLA increase	
<b>General Fund</b>			
Access Sac Operations Base	\$ 560,432.00	\$ 654,024.14	\$ 93,592.14
Access Sac Hometown TV	\$ 72,902.00	\$ 85,076.63	\$ 12,174.63
Access Sac GOTW HS Sports	\$ 63,426.00	\$ 74,018.14	\$ 10,592.14
<b>Subtotal General Fund</b>	<b>\$ 696,760.00</b>	<b>\$ 813,118.92</b>	<b>\$ 116,358.92</b>
		Proposed	
		2022-23 Funding	\$ Increase
		2% COLA increase	over 2021-22
<b>PEG Fee Fund</b>			
Facilities & Equipment Base	\$ 113,965.00	\$ 116,244.30	\$ 2,279.30
Access Sac Coloma Addtl Rent	\$ 11,716.00	\$ 11,716.00	\$ -
<b>Subtotal PEG Fee Fund</b>	<b>\$ 125,681.00</b>	<b>\$ 127,960.30</b>	<b>\$ 2,279.30</b>
<b>Total SMCTC Grant Requested</b>	<b>\$ 822,441.00</b>	<b>\$ 941,079.22</b>	<b>\$ 118,638.22</b>

Thank you for considering our extraordinary request for an overall increase of \$118,638 as compared to the \$16,214 increase of a normal year (see **Appendix B** for detailed comparison).

If we receive a 2% COLA increase only, Access Sacramento will have an annual operational deficit of **\$106,054** (see **Appendix C** 2% COLA total) which will greatly affect the services we can provide to the community. The Access Sacramento board of directors will then have to decide how to reduce expenses which will affect our ability & frequency to shoot community events and high school sporting events, and affect the training opportunities that arise from these shoots.

This request for an operations base increase is precipitated by the following:

1. **Operating Expense Increases**

Inflation is having a real impact. Examples of how profound these increases are can be examined on **Appendix D**. The most important examples are liability and special property insurance increases from pre-covid to now have doubled.

2. **Staff Turnover**

Four out of seven full-time staff have left the organization. Even by low wage, non-profit standards, new hire salaries have increased in order to fulfill these core staff positions. Total personnel increases can be examined on **Appendix D**.

3. **Reduction of Supplemental Revenue Sources:**

Over these past years SMCTC's policy of providing a modest annual cost-of-living increase for the channel licensees has given a measure of consistency to our budget planning, but has not reflected real annual operational cost increases. Each year the inflation gap increases and each year Access Sacramento works to cover the rising cost increases that exceed the COLA % that SMCTC has offered channel licensees. Our supplemental revenue sources and their revenue generating history are found on **Appendix E**. Currently the rate of increases is rocketing past our post-pandemic capacity to generate additional revenue.

In order to supplement this request, the attachments include:

**Appendix B** – Comparison of two 2022-23 budget scenarios: 2% COLA increase vs. Access Sacramento's requested 14.7% over the 2% COLA increase.

**Appendix C** – Full budget comparison of two 2022-23 budget scenarios: 2% COLA increase vs. Access Sacramento’s increased 14.7% over the 2% COLA increase. *(Note the deficit spending outcomes.)*

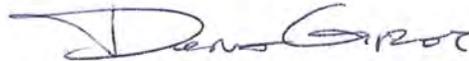
**Appendix D** – Year-over-year comparisons of sample operating expenses with % increases & decreases in spending, comparing 2018-2019 (*pre-pandemic*) to 2022-23 (*proposed budget*).

**Appendix E** – Year-over-year comparisons of supplemental revenue streams that Access Sac has generated each year to mitigate the revenue gap between real expenses and the annual SMCTC incremental revenue increases. Reviewing this history informs our potential supplemental revenue capabilities in this revenue recovery year and into the future.

**Appendix F** – A reminder of what value Access Sacramento brings to the Sac County community not only as a local cable channel distributor, but also as an important low-cost tech job training pathway and community archivist.

Thank you for moving this operational increase request forward to the cable commission for approval. If you need other financial information, I am at your immediate service.

Respectfully submitted,



Donna Girot  
Executive Director  
Access Sacramento  
C: 203.258.8086

CHANNEL LICENSEE NAME: **Sacramento Community Cable Foundation (dba Access Sacramento)**

**Fiscal Year 2022-23 Funding Request  
(General Fund Operations & Base Funding / PEG Fee Fund Base Funding)**

<b>GENERAL FUND</b>		
Category	Description (if applicable)	GENERAL FUND TOTAL
Operations Base		\$654,024.14
HTTV Operations Base		\$85,076.63
GOTW Operations Base		\$74,018.14
		\$0.00
<b>FISCAL YEAR 2022-23 GENERAL FUND REQUEST TOTAL</b>		<b>\$813,118.91</b>
<b>PEG FEE FUND</b>		
Category	Description (if applicable)	PEG FEE FUND TOTAL
PEG Facilities/Equipment Base		\$116,244.30
Coloma Center - Rent Addtl Rm	No rent increase over prior year, no COLA	\$11,716.00
		\$0.00
<b>PEG FEE FUND</b>		
Category	Equipment Description	
One-Time PEG Equipment*	<b>*DEFERRED (Do not submit at this time)</b>	\$0.00
		\$0.00
		\$0.00
<b>FISCAL YEAR 2022-23 PEG FEE FUND BASE REQUEST TOTAL</b>		<b>\$127,960.30</b>
<b>FISCAL YEAR 2022-23 GENERAL FUND &amp; PEG FEE BASE FUNDING REQUEST GRAND TOTAL</b>		<b>\$941,079.21</b>

  
 \_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date May 20, 2022

\_\_\_\_\_  
 Donna Girot, Executive Director, Access Sacramento  
 Name & Title

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

**Access Sacramento - Appendix A**

Access Sac\_SMCTC Appendix A\_2022-23.xls

MINIMUM WAGE	# of Staff	Hrs per Week	# of Weeks or Events	Rate Increase**	Cost	Totals
<b>Project</b>						
HTTV/GOTW	8	8	50	\$0.50	\$1,600.00	\$1,600.00
GOTW OT	8	3	26	\$0.25	\$156.00	\$156.00
On Call Production *	5	8	8	\$0.50	\$160.00	\$160.00
Office	1	5	52	\$0.50	\$130.00	\$130.00
Miscellaneous*	4	8	16	\$0.50	\$256.00	\$256.00
Live Wire	4	4	50	\$0.50	\$400.00	\$400.00
Listen Up	5	8	12	\$0.50	\$240.00	\$240.00
					\$2,942.00	\$2,942.00

Taxes/Fees	Valuation Increase	FICA-SS Rate	FICA-Med Rate	CA-SDI Rate	Workers Comp Rate	Retirem ent Rate	
2021 Min Wage Cost	\$2,942.00	0.062	0.0145	\$0.00	0.0345	0.05	\$326.56

\*PCS, Truck, training dates, pre-event set up, gala, other

Additional productions such as college truck demos events

\*\*5/12/22 Per Governor Newsom news release suggesting a \$.50 increase in minimum wage. But with inflation perhaps it should increase further?

**REQUEST total: \$3,268.56**



**Access Sacramento 2022-23  
Budget Comparisons  
2% COLA Increase vs. COLA  
& 14.7% over 2% COLA  
grant increase**

	2022-23 2% COLA Estimate Increase 1.0200			2022-23 2% COLA Estimate & 14.7% operations grant increases 1.0200		
	2022-23 Operations	2022-23 CAP OUTLAY	2022-23 Budget	2022-23 Operations	2022-23 CAP OUTLAY	2022-23 Budget
<b>REVENUE</b>						
SMCTC Operations Base	\$ 571,641			\$ 654,024		\$ 654,024
SMCTC HTTV Op Base	\$ 74,360			\$ 85,076		\$ 85,076
SMCTC GOTW Op Base	\$ 64,695			\$ 74,018		\$ 74,018
PEG Capital Outlay Base		\$ 116,244			\$ 116,244	\$ 116,244
PEG Coloma Rent <i>(since 2014-15)</i>		\$ 11,716			\$ 11,716	\$ 11,716
PEG Capital Outlay 1-time <i>(also Facilities Grant)</i>		\$ 228,209			\$ 228,209	\$ 228,209
Grants	\$ 4,000		\$ 4,000	\$ 4,000		\$ 4,000
Interest Income	\$ 600		\$ 600	\$ 600		\$ 600
Membership Fees	\$ 19,000		\$ 19,000	\$ 19,000		\$ 19,000
User/Rental Fees	\$ 4,000		\$ 4,000	\$ 4,000		\$ 4,000
Training Fees	\$ 8,000		\$ 8,000	\$ 8,000		\$ 8,000
Contracted Productions	\$ 6,500		\$ 6,500	\$ 6,500		\$ 6,500
KUBU Projects	\$ 2,500		\$ 2,500	\$ 2,500		\$ 2,500
Donations - General	\$ 3,000		\$ 3,000	\$ 3,000		\$ 3,000
PCS Film Festival	\$ 14,500		\$ 14,500	\$ 14,500		\$ 14,500
Big Day of Giving Donations	\$ 10,000		\$ 10,000	\$ 10,000		\$ 10,000
Power of Voice Sponsorships	\$ 10,000		\$ 10,000	\$ 10,000		\$ 10,000
On-air Underwriting	\$ 8,000		\$ 8,000	\$ 8,000		\$ 8,000
<b>TOTAL REVENUE</b>	<b>\$ 800,795</b>	<b>\$ 356,169</b>	<b>\$ 1,156,964</b>	<b>\$ 903,218</b>	<b>\$ 356,169</b>	<b>\$ 1,259,387</b>
<b>EXPENSES</b>						
<b>Personnel</b>						
Regular & Part-time	\$ 539,302		\$ 539,302	\$ 539,302		\$ 539,302
NNB Project	\$ -		\$ -	\$ -		\$ -
<b>Gross Wages</b>	<b>\$ 539,302</b>		<b>\$ 539,302</b>	<b>\$ 539,302</b>		<b>\$ 539,302</b>
Payroll Taxes	\$ 45,000		\$ 45,000	\$ 45,000		\$ 45,000
Hometown/GOTW/P/R Tax Exp	\$ 550		\$ 550	\$ 550		\$ 550
Medical Insurance	\$ 58,764		\$ 58,764	\$ 58,764		\$ 58,764
Retirement Plan	\$ 14,000		\$ 14,000	\$ 14,000		\$ 14,000
Workers Compensation Benefits	\$ 6,163		\$ 6,163	\$ 6,163		\$ 6,163
<b>Total Personnel</b>	<b>\$ 663,779</b>		<b>\$ 663,779</b>	<b>\$ 663,779</b>		<b>\$ 663,779</b>
<b>Occupancy</b>						
Building-Rent Expenses		\$ 59,717	\$ 59,717		\$ 59,717	\$ 59,717
Utilities	\$ 16,000		\$ 16,000	\$ 16,000		\$ 16,000
Insurance	\$ 72,194		\$ 72,194	\$ 72,194		\$ 72,194
Security		\$ 9,300	\$ 9,300		\$ 9,300	\$ 9,300
<b>Total Occupancy</b>	<b>\$ 88,194</b>	<b>\$ 69,017</b>	<b>\$ 157,211</b>	<b>\$ 88,194</b>	<b>\$ 69,017</b>	<b>\$ 157,211</b>
<b>General &amp; Administrative</b>						
Office Expense	\$ 3,200		\$ 3,200	\$ 3,200		\$ 3,200
Utility Telecom Fiber						
Mobiles Ethernet	\$ 23,000		\$ 23,000	\$ 23,000		\$ 23,000
Postage	\$ 850		\$ 850	\$ 850		\$ 850
Printing	\$ 2,700		\$ 2,700	\$ 2,700		\$ 2,700

Subscriptions & Publications	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200
Accounting & Audit	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000
Legal	\$ -	\$ -	\$ -	\$ -
Community Relations Crew & Office	\$ 9,500	\$ 9,500	\$ 9,500	\$ 9,500
Community Relations - Networking	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
Banking Expenses	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500
HR Consultant	\$ 3,575	\$ 3,575	\$ 3,575	\$ 3,575
Harrasment Training	\$ 800	\$ 800	\$ 800	\$ 800
Mileage, Parking & Travel	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000
Marketing - General	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000
Marketing - Website	\$ 5,600	\$ 5,600	\$ 5,600	\$ 5,600
Interest Expense	\$ 150	\$ 150	\$ 150	\$ 150
Training & Consultants	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000
Power of Voice Expense	\$ 10,000	\$ 10,000	\$ 8,000	\$ 8,000
PCS Competition Expense	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000
Big Day of Giving Expense	\$ 500	\$ 500	\$ 500	\$ 500
<b>Total Gen &amp; Adminstrative</b>	<b>\$ 130,075</b>	<b>\$ 130,075</b>	<b>\$ 128,075</b>	<b>\$ 128,075</b>
<b>Production</b>				
Equipment & Vehicle				
Maint, Parts, Repairs	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000
SSD Cards, DVD, Tape Stock	\$ 2,800	\$ 2,800	\$ 2,800	\$ 2,800
Truck Maintenance	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
KUBU Costs	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000
T Radio Remotes (new 2018-19)	\$ 500	\$ 500	\$ 500	\$ 500
Cable Service	\$ 5,880	\$ 5,880	\$ 5,880	\$ 5,880
<b>Total Production</b>	<b>\$ 23,380</b>	<b>\$ 11,800</b>	<b>\$ 35,180</b>	<b>\$ 35,180</b>
<b>Grants to Community</b>				
HS Awards/Honorarium	\$ 3,700.00	\$ 3,700.00	\$ 3,700.00	\$ 3,700.00
<b>Total Grants to Community</b>	<b>\$ 3,700.00</b>	<b>\$ 3,700.00</b>	<b>\$ 3,700.00</b>	<b>\$ 3,700.00</b>
<b>FIXED ASSET ACQUISITIONS</b>				
	<b>To finalized CO estimates</b>		<b>To finalized CO estimates</b>	
Production Equipment	\$ 44,864	\$ 44,864	\$ 44,864	\$ 44,864
KUBU Radio Equipment	\$ 25,447	\$ 25,447	\$ 25,447	\$ 25,447
Coloma TV Studio	\$ 2,963	\$ 2,963	\$ 2,963	\$ 2,963
Coloma Checkout Equipment	\$ 5,454	\$ 5,454	\$ 5,454	\$ 5,454
Coloma Office Copier/Equip.	\$ 3,980	\$ 3,980	\$ 3,980	\$ 3,980
NNB AccessLocal.tv / Server & Ingest #1&2	\$ 48,815	\$ 48,815	\$ 48,815	\$ 48,815
Office Equipment	\$ 9,042	\$ 9,042	\$ 9,042	\$ 9,042
Office Software	\$ 3,288	\$ 3,288	\$ 3,288	\$ 3,288
Digital Media Lab	\$ 8,879	\$ 8,879	\$ 8,879	\$ 8,879
NNB Server Storage & Playback (Transcoder Video System was called Hub & Spoke Internal Storage)	\$ 44,345	\$ 44,345	\$ 44,345	\$ 44,345
Live Truck Connectivity	\$ 18,813	\$ 18,813	\$ 18,813	\$ 18,813
Cloud Storage	\$ 16,930	\$ 16,930	\$ 16,930	\$ 16,930
HD Truck Maintenance	\$ 14,556	\$ 14,556	\$ 14,556	\$ 14,556
IT Network	\$ 14,744	\$ 14,744	\$ 14,744	\$ 14,744
Master Control Automation / Computers	\$ 10,951	\$ 10,951	\$ 10,951	\$ 10,951
<b>Total Asset Acquisitions</b>	<b>\$ 273,073</b>		<b>\$ 273,073</b>	
<b>Total Expenditures</b>	<b>\$ 909,128</b>	<b>\$ 353,890</b>	<b>\$ 1,263,018</b>	<b>\$ 907,129</b>
Projected Income	\$ 800,795	\$ 356,169	\$ 1,156,964	\$ 903,218
Projected Profit/Loss	\$ (108,333)	\$ 2,280	\$ (106,054)	\$ (3,911)
				\$ 2,279
				\$ (1,632)

APPENDIX D

Expenses\_Year over Year.xls

Access Sacramento

Sample Operating Expense Comparisons

	2018-2019	2019-2020	2020-2021	2021-22	2022-23	%
Access Sacramento	Pre-covid Actuals	Covid Actuals	Covid Actuals	Budget	Budget	Increase/Decrease 2018-19 to 2022-23 comparison
<b>Total Personnel</b> <i>(NNB Youth Journalist Grant \$25,000 not included)</i>	\$ 543,080.16	\$ 562,155.05	\$ 512,229.12	\$ 671,031.00	\$ 663,779.00	122.22
Retirement Plan	\$ 15,207.09	\$ 14,099.58	\$ 14,531.71	\$ 14,000.00	\$ 14,000.00	92.06
Workers Compensation	\$ 4,807.70	\$ 3,846.50	\$ 2,455.90	\$ 4,485.00	\$ 6,163.00	128.19
Health Insurance	\$ 37,576.52	\$ 48,890.80	\$ 41,040.78	\$ 58,000.00	\$ 58,764.00	156.38
Insurance SPIP, SLIP, Crime	\$ 33,778.96	\$ 38,175.28	\$ 44,761.09	\$ 14,000.00	\$ 72,194.00	213.72
Utilities	\$ 14,263.58	\$ 11,776.72	\$ 14,619.67	\$ 16,500.00	\$ 16,000.00	112.17
Security	\$ 6,797.94	\$ 8,459.02	\$ 9,626.14	\$ 10,490.00	\$ 9,300.00	136.81
Office Expense	\$ 3,353.33	\$ 2,072.87	\$ 2,933.95	\$ 3,500.00	\$ 3,200.00	95.43
UtilityTelecom Fiber&Mobiles	\$ 15,376.64	\$ 943.48	\$ 15,262.62	\$ 24,600.00	\$ 23,000.00	149.58
Postage	\$ 935.57	\$ 1,041.06	\$ 1,041.06	\$ 850.00	\$ 850.00	90.85
Accounting & Audit	\$ 31,033.00	\$ 30,559.00	\$ 26,020.00	\$ 31,500.00	\$ 35,000.00	112.78
Banking	\$ 4,036.22	\$ 3,349.25	\$ 2,542.35	\$ 3,500.00	\$ 3,500.00	86.71
HR Consultant	\$ 3,396.00	\$ 4,983.00	\$ 2,748.00	\$ 3,250.00	\$ 3,575.00	105.27
Mileage Parking Travel	\$ 6,492.57	\$ 7,014.67	\$ 530.33	\$ 7,000.00	\$ 6,000.00	92.41
Interest Expense	\$ -	\$ -	\$ -	\$ 150.00	\$ 150.00	0.00
Training/Consulting	\$ 2,860.24	\$ 2,850.00	\$ 3,757.50	\$ 8,000.00	\$ 7,000.00	244.73
<b>Equipment</b>						
Maintenance, Parts	\$ 5,539.92	\$ 4,690.19	\$ 7,335.35	\$ 9,000.00	\$ 9,000.00	162.46
KUBU	\$ 12,401.49	\$ 10,759.37	\$ 11,494.40	\$ 14,000.00	\$ 12,000.00	96.76
Cable Service	\$ -	\$ 2,845.44	\$ 3,165.28	\$ 5,532.00	\$ 5,880.00	0.00
Truck Expense	\$ 5,494.77	\$ 4,285.41	\$ 6,200.94	\$ 5,200.00	\$ 5,000.00	91.00

APPENDIX E

Access Sacramento

Supplemental Repeatable Revenue Streams

AS\_IncomeHistory.xls

NB: History to inform potential revenue sustainability

GL #	Revenue Types	2016-2017 actuals	2017-2018 actuals	2018-2019 actuals	2019-2020 actuals	2020-2021 actuals	2021-2022 actuals	2022-22 budget
					Covid Started Begin. Feb '20	Covid	Covid thru March 2022	Recovery Period
103100.00	Grants	\$ 14,300.00	\$ 25,000.00	\$ 29,500.00	\$ 27,000.00	\$ 42,750.00	\$ 3,570.00	\$ 4,000.00
103400.9	Fundraising (POV)	\$ 1,608.60	\$ 14,046.72	\$ 16,636.34	\$ 10,940.24	\$ 5,485.15	\$ 4,900.00	\$ 10,000.00
103700.00	Contracted Productions	\$ 14,924.69	\$ 14,288.72	\$ 13,029.68	\$ 7,652.09	\$ -	\$ 688.00	\$ 6,500.00
103957.00	KUBU	\$ 666.00	\$ 1,289.00	\$ 1,596.00	\$ 938.10	\$ 577.55	\$ -	\$ 2,500.00
103999.00	Interest Income	\$ 52.57	\$ 104.50	\$ 139.39	\$ 156.53	\$ 202.92	\$ 242.83	\$ 600.00
104200.00	Membership Fees	\$ 22,036.68	\$ 23,287.60	\$ 21,309.10	\$ 18,630.44	\$ 11,163.05	\$ 8,220.00	\$ 19,000.00
103600.00	Rental Fees	\$ 15,346.35	\$ 12,036.31	\$ 5,103.15	\$ 3,475.50	\$ 993.75	\$ 1,115.60	\$ 4,000.00
103620.00	Training Fees	\$ 9,920.00	\$ 9,760.35	\$ 11,904.12	\$ 6,904.92	\$ 118.99	\$ 2,208.00	\$ 8,000.00
103954.00	PCS Film Festival	\$ 10,050.00	\$ 13,780.14	\$ 13,511.70	\$ 18,379.97	\$ 1,640.00	\$ 8,015.68	\$ 14,500.00
103800.00	Donations	\$ 2,371.28	\$ 1,162.13	\$ 2,248.77	\$ 2,339.75	\$ 1,716.63	\$ 1,091.49	\$ 13,000.00
103500.00	Underwriting	\$ 4,164.75	\$ 2,479.73	\$ 4,312.78	\$ 3,541.06	\$ 4,021.57	\$ 2,277.79	\$ 8,000.00
103700.00	Other Income	\$ -	\$ -	\$ -	\$ -	\$ 5,256.51	\$ -	\$ -
	Total	\$ 95,440.92	\$ 117,235.20	\$ 119,291.03	\$ 99,958.60	\$ 73,926.12	\$ 32,329.39	\$ 90,100.00

Actuals Thru March 2022

## APPENDIX F

### 2022-2023 Channel Licensee Funding Request



#### Access Sacramento Community Media Center's Value to Sac County Communities

##### **Tech Job Training Pathways:**

Access Sacramento offers inexpensive training programs that train residents to secure television studio broadcast and field broadcast jobs. Unique in our region, our mobile broadcast studio offers on-the-job pathways for both non-college educated and college educated. (See attached photos.)

We also offer an important annual community film creation project along with film industry workshops and an audio/video/lighting equipment lending library for our community of indie filmmakers to use. This communal film creation project is now in its 22<sup>nd</sup> successful year and has been the grassroots inspirational project for many local video production tech crew members, actors, scriptwriters, video and radio producers—our services are foundational to the local creative economy.

##### **The Whole Story:**

Unlike other local media that can give 1-2 minutes of airtime to an issue or a community event, Access Sac films, airs and archives the whole event. African American experience in the US panel discussion, the Asian Pacific Culturefest, the Women's Reproductive Rally, the local high school football game--we document the whole thing—not just for this community but for our future generations to look back and better understand us. (Attached is a list of the most recent community events filmed and archived for repeat viewing.)

##### **High School Sports Coverage:**

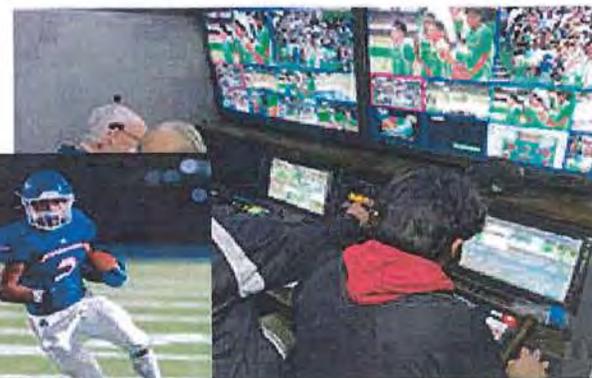
We combine the above two values—training on our mobile broadcast studio with shooting entire community events—to bring the community stellar local productions of high school football and basketball games. These sports seasons are broadcast LIVE with high production values, announcers that pre-interview the coaches, statistics gathered during the games, half-time interviews, up-to-the-moment graphics, and high viewerships—even when we post old games on our VOD system and on YouTube, they bring in over 4,000 views for some of the more exciting games. During the pandemic when the games started up again, hesitant family members watched the live games from the safety of their homes.

##### **Worth Noting:**

Access Sacramento as a business model is not easily comparable to other local licensee channels such as KVIE or Capital Radio who have funding and marketing engines to bolster revenue. Their underwriting revenue is based on robust content that is created at a national level with Federal funding support. Both KVIE and Cap Radio depend of SMCTC to help pay for staff that creates some content that features Sacramento County.

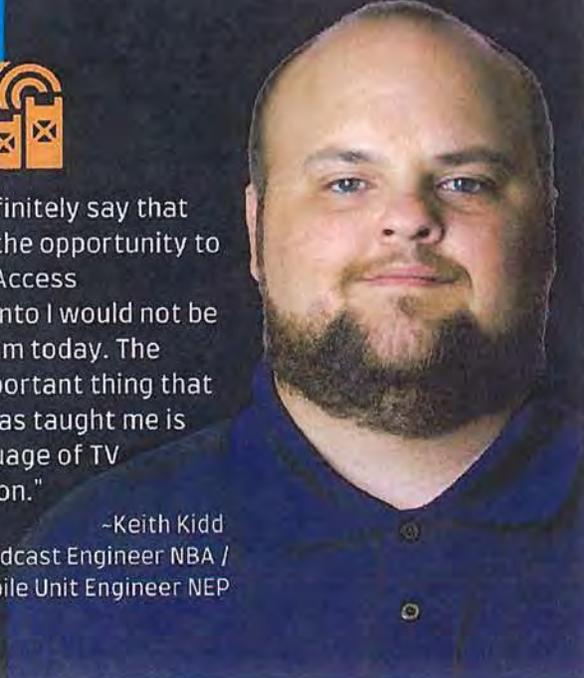
Conversely, the majority of Access Sacramento's content is created by county residents and is exclusively focused on Sacramento County. Many of these productions are not long run, high production-value series, and thus are more difficult to get underwriting for. Although we generate hundreds of first-run shows each year, unlike KVIE and Capital Radio, we do not have a deep line-up of professionally produced content series around which underwriting is generatable.

## Access Sacramento Mobile Broadcast Studio



"I wouldn't be sitting in person because of Covid-19 restrictions, but I get to see my grandson's first touchdown on TV. Thanks to Access Sacramento!"  
- Access Sacramento Volunteer/Contributor  
<https://www.accesssacramento.com>

# Access Sacramento learning turns into broadcast industry jobs



"I can definitely say that without the opportunity to learn at Access Sacramento I would not be where I am today. The most important thing that Access has taught me is the language of TV production."

-Keith Kidd  
Broadcast Engineer NBA /  
Mobile Unit Engineer NEP



"I especially like having the cable channels to share my content... especially the stories about the disabled community that we want people to know."

-David, Access Sacramento Program Participant



"Access Sacramento taught me skills in ALL aspects of broadcast and production far beyond what any classroom could provide."

- Greg Kuropat - Xpression CG Operator  
Golden State Warriors



"As a production assistant at Access I specialized in the ..(CG) and bug box operator positions on the mobile truck broadcasts of Game of the week... because of this experience I was able to begin a career in professional sports broadcasting."

- Erika Bradley - Bug Box Operator  
Sacramento Kings / NBC Sports California

**Sample of Access Sacramento  
Community Filming** *(during pandemic)*

**Sac County Hometown Community Event Filming**

Sacramento City Govt Meetings on KUBU 96.5 FM radio, audio cablecast on cable TV, & through KUBU mobile app - Live Streamed	<i>Weekly Through- out Year While in Session</i>
State Assembly TV on local channel 17 cable television, Roku, Apple TV, Amazon Fire TV - Live Streamed	<i>Through- out Year</i>
Skips "Stairway to Stardom" Teen Music Camp Concert	8/21/22
The Power of Voice Award Celebration	9/26/21
21st Annual "A Place Called Sacramento" Film Premiere	10/1/21
"No Ban on Our Bodies Rally for Roe" Women's Reproductive Movement Rally @ Sac State - Live Streamed	10/2/21
Sac Gay Men's Choir Holiday Concert	12/12/21
"Guns & Roses - Pig Bowl" Fire & Police Depts Exhibition Football Game Live Streamed	1/28/22
Artist Talk w/local artist Corney Brignac @ Atrium 916 Gallery	2/5/22
"Out of Darkness" Nat'l Eating Disorder Association - Borne Dance Co	2/26/22
"The Talk" African American Experience Film Premiere & Panel Discussion with D'Adonis Moquette	2/26/22
26th Nat'l Assoc of Women Business Owners Annual Outstanding Women Awards	4/14/22
Sacramento Women's Choir "Always a Place for You" Spring Concert	4/30/22
"Remembrance of Hat" Church Service	5/1/22
7th Annual Golden Empire Boy Scouting Dinner	5/5/22
2022 PCS Cast & Crew Call Event	5/4/22
2022 Asian Pacific Culturefest @ Elk Grove - Live Streamed	5/7/22
CA Fire Prevention Week Press Conference	5/22/22
Sacramento's 19th Annual Juneteenth Festival <i>(Coming soon)</i>	6/17/22

**2021 HS Football Season**

*Games Shot, Aired Live on Local Cable TV & VOD'd*

Folsom vs. Monterey Trail	8/20/21
Monterey Trail vs. Franklin	9/3/21
Oak Ridge vs. Elk Grove	9/10/21
Oak Ridge vs. Folsom	9/17/21
Franklin vs Pleasant Grove	9/24/21
De La Salle vs. Folsom	10/8/21
Antelope vs. Inderkum	10/15/21
Del Campo vs. El Camino	10/22/21
Cosumnes vs Elk Grove	10/29/21
CIF Sac-Joaquin Section Opening Round Woodcreek vs. Monterey Trail	11/5/21
CIF Sac-Joaquin Section Quarter-final Whitney Vs. Antelope	11/12/21
CIF Sac-Joaquin Section Semi-final Monterey Trail vs. Elk Grove	11/19/21
<b>2021-22 HS Basketball Season:</b> <i>Games Shot, Aired Live on Local Cable TV, and VOD'd</i>	
Folsom vs. Laguna Creek Girls	12/17/21
Elk Grove vs. Inderkum Girls	12/21/21
Pleasant Grove vs. Cosumnes Oaks Girls	1/4/22
Christian Brothers vs. Vista de Lago Girls	2/11/22
CIF-Sac-Joaquin Opening Round Playoffs Boys: El Camino vs. Rio Americano	2/11/22
CIF-Sac-Joaquin Quarter-final Playoff Girls: Rocklin vs. Consumnes Oaks	2/17/22
CIF-Sac-Joaquin Semi-final Playoff Girls: Florin vs. El Camino	2/18/22
CIF-Sac-Joaquin Semi-final Playoff Girls: Lincoln Stockton vs. CK McClatchy	2/21/22
CIF-Sac-Joaquin Semi-final Playoff Boys: Sheldon vs. Inderkum	2/23/22

May 17, 2022

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

**RE: Fiscal Year 2022-2023 Operations Funding Request**

Dear Mr. Davison and Cable Commissioners,

The Sacramento Metropolitan Cable Television Commission (SMCTC) has provided generous annual support to CapRadio for over 30 years. The Commission's financial commitment helps bring quality and diversity of CapRadio programs and services to the greater Sacramento community.

CapRadio is the local NPR member station serving our region. We continue to connect with audiences through news, stories, music, arts coverage, and entertainment that are relevant and accessible. Some relevant engagement metrics in just the last calendar year include:

- Over 381K average weekly broadcast and digital live stream listeners
- Over 132K average weekly visitors to [capradio.org](http://capradio.org)
- Over 5K average weekly podcast listeners
- Over 3K average weekly interactions on social media

**Funding Request:**

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

- Our thorough coverage of the ongoing Coronavirus pandemic
- 24-hour music programming including locally-produced classical, jazz, opera, modern and blues, each with in-studio hosts
- Our award-winning, locally-produced, daily news reports featured during *Morning Edition* and *All Things Considered*
- Our locally-produced daily public affairs program, *Insight*
- Our Capitol News Bureau and the CapRadio Network, which cover both state legislature and local government providing reports to more than 50 public radio stations in California, Oregon, and Nevada

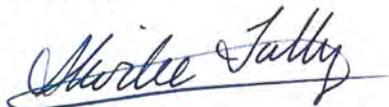
CapRadio is requesting a grant from the SMCTC for **general operations, equal to last fiscal year's grant amount of \$24,498, plus the COLA for this year**. This grant will help fund the wide array of projects and programs that CapRadio offers the community.

The crises and major news events of the past 12 months – the ongoing pandemic, a devastating wildfire season, a tumultuous election – made clear that CapRadio’s public service to our communities is more important than ever. And we rose to meet every challenge we encountered. We kept our audiences informed with essential and, at times, lifesaving news. We elevated local voices by connecting big events to the individual impacts experienced in our communities. We helped people sift through a plethora of misinformation by factchecking claims made on social media. We offered hope, solace, and joy through our music programming each day. We continued to innovate on our digital platforms to serve our audiences in more relevant and accessible ways. And we did it all in while continuing to work mostly remotely and adapting to COVID-19 regulations that affected our station and staff protocols.

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 88.9 FM stations.

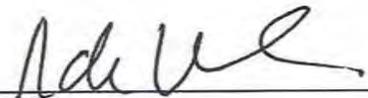
On behalf of the entire staff of CapRadio, we are grateful for the continued support from the SMCTC and we thank you for considering this funding request for the upcoming fiscal year.

Sincerely,

A handwritten signature in black ink that reads "Shirlee Tully". The signature is written in a cursive style with a horizontal line underneath the name.

Shirlee Tully  
Chief Development and Brand Officer

CHANNEL LICENSEE NAME:		
<b>Fiscal Year 2022-23 Funding Request (General Fund Operations &amp; Base Funding / PEG Fee Fund Base Funding)</b>		
<b>GENERAL FUND</b>		
Category	Description (if applicable)	GENERAL FUND TOTAL
Operations Base		\$24,498.00
Capital Facilities/Equipment Base		\$0.00
		\$0.00
		\$0.00
<b>FISCAL YEAR 2022-23 GENERAL FUND REQUEST TOTAL</b>		<b>\$24,498.00</b>
<b>PEG FEE FUND</b>		
Category	Description (if applicable)	PEG FEE FUND TOTAL
PEG Facilities/Equipment Base		\$0.00
Rent (If Any)		\$0.00
		\$0.00
<b>PEG FEE FUND</b>		
Category	Equipment Description	
One-Time PEG Equipment*	*DEFERRED (Do not submit at this time)	\$0.00
		\$0.00
		\$0.00
<b>FISCAL YEAR 2022-23 PEG FEE FUND BASE REQUEST TOTAL</b>		<b>\$0.00</b>
<b>FISCAL YEAR 2022-23 GENERAL FUND &amp; PEG FEE BASE FUNDING REQUEST GRAND TOTAL</b>		<b>\$24,498.00</b>

  
 Signature \_\_\_\_\_ Date 5.17.2022

Rocio de Valk - Director of finance  
 Name & Title

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

May 25, 2022

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

Dear Commission:

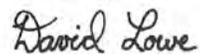
Thank you for the opportunity to request \$267,944 in funds for Operations and PEG Base Funding that will strengthen KVIE's operation and its KVIE2 service to cable television viewers in Sacramento County.

Grants received from the Commission 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 is for the general operating expenses used to strengthen KVIE's production/content creation abilities and our technical core and program dissemination.

We appreciate your support of KVIE with continued funding for KVIE2 that provides Sacramento County residents with quality educational television that unites them and connects them to the world around them.

Sincerely,



David Lowe  
President & General Manager

CHANNEL LICENSEE NAME:	KVIE, Inc.	
<b>Fiscal Year 2022-23 Funding Request</b> (General Fund Operations & Base Funding / PEG Fee Fund Base Funding)		
<b>GENERAL FUND</b>		
Category	Description (if applicable)	GENERAL FUND TOTAL
Operations Base		\$267,944.00
Capital Facilities/Equipment Base		\$0.00
		\$0.00
		\$0.00
<b>FISCAL YEAR 2022-23 GENERAL FUND REQUEST TOTAL</b>		<b>\$267,944.00</b>
<b>PEG FEE FUND</b>		
Category	Description (if applicable)	PEG FEE FUND TOTAL
PEG Facilities/Equipment Base		\$0.00
Rent (If Any)		\$0.00
		\$0.00
<b>PEG FEE FUND</b>		
Category	Equipment Description	
One-Time PEG Equipment*	<b>*DEFERRED (Do not submit at this time)</b>	\$0.00
		\$0.00
		\$0.00
<b>FISCAL YEAR 2022-23 PEG FEE FUND BASE REQUEST TOTAL</b>		<b>\$0.00</b>
<b>FISCAL YEAR 2022-23 GENERAL FUND &amp; PEG FEE BASE FUNDING REQUEST GRAND TOTAL</b>		<b>\$267,944.00</b>
 Recoverable Signature		
 Staci A. Orlando		Date
<small>Digitally signed by Staci A. Orlando Date: 2022.04.18 08:55:58 -07:00'</small>		April 18, 2022
Staci A. Orlando Assoc. GM-Operations / CFO Signed by: 75acadca-77fa-4df4-ad8e-dd7397793c5c		
Staci A. Orlando, Assoc. GM-Operations / CFO Name & Title		
<b>Please attach vendor quotes / supporting documentation for all of the items requested above.</b>		



## **2022-2023 PROGRAM OVERVIEW & BUDGET NARRATIVE**

### **OVERVIEW**

In the 2022-2023 fiscal year SECC is planning to build upon the success it has achieved during the past year with increased operations and projects as a result of “lessons learned” from COVID. SECC expanded many programs and added new projects to meet the on-going needs of the community, focusing on families, teachers, and students. It is SECC’s intent to remain fluid, adjust to needs as required and move forward knowing that “different” is the new normal. SECC is proposing the attached SECC Board Approved Operational 2022-2023 budget that includes:

- Maintaining existing staff FTE’s.
- An estimate of carryover funds from 2021-2022.

### **Major Projects**

- Continue collaboration and an expansion with SECC members with production of video resources for all learners, in school and at home.
- Updating programming for the SECC channels 15 and 16, 24/7 to meet the identified needs of the community and schools.
- Programming will emphasize local productions by students and SECC members.
- SEVA Award Celebration – a continuation of the newly expanded 2-week Annual event. SECC has returned to an in person main Award Night event but will remain flexible to create an event appropriate for the times.
- Trainings – SECC will continue to provide training opportunities for media students, teachers and families throughout the school year utilizing a variety of platforms (virtual and face to face as appropriate). Special emphasis will be made for an expansion of the community/family-oriented hands on SEVAFest opportunities.
- SEVA Labs and SEVA Home Labs – SECC is planning on continuing its SEVA Labs programs. When funded for 2022-23, a call for proposals, needs assessment and cost share commitments will be done by SECC. As in the past, specific budgets will be submitted to SMCTC staff for approval before expenditures are made.

### **Collaborations:**

Part of the SECC mission is to generate collaboration throughout the Sacramento educational region. On-going special interest group collaborations will include:

- **Sacramento Area Educational Public Information Officers (PIO)** - An ad-hoc committee comprised of all the Sacramento educational Public Information Officers, Public Relations and Community Relations leaders. The group meets 4 times per year to build alliances, strengthen educational relationships and share best practices.
- **Capitol Region Educational Technology Cohorts** -An SECC coordinates an ad-hoc committee of all Capitol Region educational technology leaders – CTO's, Executive Directors, Directors, etc. The Committee meets 5 times a year to strengthen district relations, build partnerships and share proven methods.
- **Digital Media Content Committee (DMCC)** - SECC's Digital Media Content Committee's (DMCC) is a collaboration of key regional curriculum and technology experts. This group of preK-20 educators meets 5 times a year to share ideas and best practices for educational technology.
- **Family Engagement Forum** - Representatives from school districts across Sacramento County have created the Family Engagement Forum. The goal of the forum is to engage families, so they can actively support their student's learning and development in meaningful ways. Each week content selected by these representatives containing information for their family's air on SECC Channel 15.
- **The SEVA Teachers Community** – Local media/SEVA teachers will continue to meet 5 times a year to encourage others and share what is going on in their classrooms. It's the perfect opportunity to collaborate, share resources and learn new production techniques and ideas from colleagues.

## **BESTNet**

SECC will continue to oversee and coordinate BESTNet operations and expansions. Anticipated projects include:

- Enhancing the backbone due to the Consolidated agreement expiring
- Continued monitoring and updating facilities and site modifications
- Continued sharing of technological expertise and problem solving

For a comprehensive overview of SECC activities and project please visit the SECC website at [secctv.org](http://secctv.org).

	21-22 Budget	22-23 Proposed Budget
<b>Income</b>		
6001 SMCTC Income		
6000 SMCTC Grant	\$ 431,716.00	\$ 431,716.00
6055 SMCTC Grant - Capital Exp (PEG)	\$ 72,454.00	
6954 SMCTC-Facilities/rent offset	\$ 69,735.00	\$ 69,735.00
6103 SMCTC-SEVA Labs (PEG funds)	\$ 130,000.00	
6005 SMCTC-BESTNet Operational Funding	\$ 78,804.00	\$ 78,804.00
6001 SMCTC Income - Other	\$ -	
<b>Total 6001 SMCTC Income</b>	<b>\$ 782,709.00</b>	<b>\$ 580,255.00</b>
6900 Interest Income	\$ 500.00	
6100 Membership Dues	\$ 160,000.00	\$ 160,000.00
6301 SEVA Award Night	\$ 3,000.00	\$ 3,000.00
6400 SEVA Training Event Attend Rev	\$ -	
6300 Grants/Projects	\$ -	
6903 Dividend Income	\$ -	
6004 BESTNet Income		
6010 BestNet 5% PEG	\$ -	
6011 BESTNet Revenue Not Budgeted	\$ 272,747.43	
6007 SMCTC-BESTNet Network Const.	\$ -	
6008 District-BESTNet Network Const.	\$ -	
6009 BestNet 5% District Reserve	\$ -	
6050 SECC BESTNet Assessment	\$ -	
6004 BESTNet Income - Other	\$ -	
<b>Total 6004 BESTNet Income</b>	<b>\$ 272,747.43</b>	<b>\$ -</b>
6010.10 SMCTC Proj- Starter Kits	\$ -	
6015 SMCTC Proj-Folsom Studio	\$ -	
6020 SMCTC Proj-Del Paso Starter Kit	\$ -	
6200 Program Use Fees Revenue	\$ -	
6210 Production Services	\$ -	
6800 Royalties	\$ -	
6850 JASON Project	\$ -	
6855 EETT.	\$ -	
6950 Other Revenue	\$ -	
6997 Contingency Funds	\$ -	
6998 Incoming Cash Balance	\$ 100,000.00	\$ 100,000.00
9050 CC rebates	\$ 1,200.00	\$ 1,200.00
<b>Total Income</b>	<b>\$ 1,320,156.43</b>	<b>\$ 844,455.00</b>
<b>Expense</b>		
6600 Payroll Expenses	\$ -	
6690 Reconciliation Discrepancies	\$ -	
7000 Personnel		
7090 Detailed Budget Personnel Costs		
7091 Production Assistant/Temp	\$ 15,000.00	\$ 15,000.00

7092 Bookkeeper	\$	4,000.00	\$	4,000.00
7094 Consultants/Training	\$	20,000.00	\$	10,000.00
7095 BESTNet Project Manager	\$	36,000.00	\$	36,000.00
7090 Detailed Budget Personnel Costs - Other	\$	-		
<b>Total 7090 Detailed Budget Personnel Costs</b>	<b>\$</b>	<b>75,000.00</b>	<b>\$</b>	<b>65,000.00</b>
<b>Total 7001 Direct Personnel Costs</b>	<b>\$</b>	<b>385,771.00</b>	<b>\$</b>	<b>402,600.00</b>
<b>Total 7900 Benefits@29% (SECC Staff Only)</b>	<b>\$</b>	<b>136,000.00</b>	<b>\$</b>	<b>138,000.00</b>
<b>7000 Personnel - Other</b>	<b>\$</b>	<b>-</b>		
<b>Total 7000 Personnel</b>	<b>\$</b>	<b>596,771.00</b>	<b>\$</b>	<b>605,600.00</b>
8001 Facility Rent	\$	-	\$	56,957.00
8000 Facility Costs - Other	\$	69,735.00	\$	12,778.00
<b>Total 8000 Facility Costs</b>	<b>\$</b>	<b>69,735.00</b>	<b>\$</b>	<b>69,735.00</b>
8115 Taxes and Filing Fees	\$	1,000.00	\$	2,600.00
8020 Insurance	\$	22,000.00	\$	23,000.00
8030 Office Supplies	\$	7,000.00	\$	7,000.00
8040 Telephone/Internet	\$	6,000.00	\$	6,000.00
8045 Webpage	\$	1,000.00	\$	3,130.00
8070 Postage & Delivery	\$	1,500.00	\$	1,500.00
8090 Promotion/Print	\$	2,500.00	\$	2,500.00
8220 Bank Charges	\$	500.00	\$	500.00
8225 Investment Fees	\$	-	\$	200.00
8230 Payroll Service	\$	2,600.00	\$	3,000.00
8035 Software and Upgrades	\$	8,400.00	\$	8,489.00
8100 Accounting	\$	14,000.00	\$	12,000.00
8120 Maintenance	\$	1,500.00	\$	1,500.00
8125 Van Maintenance	\$	1,000.00	\$	1,000.00
8130 Production Supplies	\$	4,000.00	\$	3,160.00
8135 Closed Captioning	\$	4,000.00	\$	3,500.00
8122 Tightrope	\$	4,200.00	\$	7,860.00
8150 Program Acquisitions	\$	3,000.00	\$	3,000.00
8170 Conference and Seminars	\$	1,000.00	\$	1,500.00
8190 Travel	\$	2,000.00	\$	2,000.00
8200 Mileage	\$	3,000.00	\$	3,000.00
8210 Entry Fees, Dues, Books & Subs	\$	500.00	\$	500.00
8290 Prod Equip SMCTC Capital (PEG)	\$	45,053.00		
8275 SEVA Studio Labs SMCTC/PEG	\$	130,000.00		
8280 SEVA Trainings	\$	-	\$	-
8031 Office Equipment	\$	2,000.00	\$	2,000.00
8032 Office Equipment/PEG	\$	27,401.00		
9001 Award Night	\$	10,000.00	\$	10,000.00
8110 Legal services - Other	\$	2,000.00	\$	2,000.00
<b>Total 8110 Legal services</b>	<b>\$</b>	<b>2,000.00</b>	<b>\$</b>	<b>2,000.00</b>
8245 BESTNet Construction Expense	\$	-	\$	-
8246 BESTNet Construction non-budget	\$	-	\$	-
8247 BESTNet Equipment Expensed	\$	-	\$	-
8270 PEG One Time Equip	\$	-	\$	-

8295 Production Expense	\$	-	\$	-
8300 Depreciation Expense	\$	-	\$	-
8320 Depreciation Expense - PEG	\$	-	\$	-
8400 Website Development Costs	\$	-	\$	-
<b>Total Expense</b>	<b>\$</b>	<b>973,660.00</b>	<b>\$</b>	<b>786,274.00</b>
<b>Net Income</b>	<b>\$</b>	<b>346,496.43</b>	<b>\$</b>	<b>58,181.00</b>

## BUDGET NARRATIVE

### A. REVENUE

SMCTC Grant Income: As requested from Cable Commission based on "base" funding from 2021-2022. NOTE: No PEG funding is listed due to Commission delay of PEG funding applications.

Incoming Cash Balance: Based on projected a conservative carryover from 2021-2022.

Membership Dues: Based on member support as SECC Board approved.

SEVA Award Night: Sponsorship, typically received from Comcast.

Other Revenue/Projects: Projected on possible projects and grants.

BESTNet: No requested funds. Income is a pass through from district/school requests to modify BESTNet locations.

### B. MAJOR EXPENDITURES:

- Personnel: SECC is proposing to continue the following staff:
  - Full Time Executive Director
  - Full Time Director of Production Services & Content
  - Full Time Director of Operations
  - Full Time Videographer Editor
  - .75 Administrative Assistant
  - .55 Producer/Social Media Specialist
  - Contract Project Management and Consultants
  - Temporary Part-Time Production Assistants
- Benefits: For salaried staff (50% time or over); includes payroll taxes, medical plan allotment and allocation for the 401K plan.
- Facility Rental: Office space based on renewed lease plus projected CAM expenses.
- Insurance: Based on current quotes from agents and projected increases.

- Office Supplies: Based on adjusted current year figures.
- Telephone/Internet: Based on Comcast contract.
- Website: Hosting, upgrades and domain renewals.
- Postage & Delivery: Based on current year figures and projections.
- Promotion/Printing: Includes incidental printing and copying such as labels, invitations and miscellaneous flyers. Also includes photographic and graphic supplies (computer artwork, font and theme artwork) and other promotional activities.
- Payroll Services: Based on projections from Paychecks.
- Software and Upgrades: Renewals for office and production staff.
- Accounting: Based on proposals from Dan Ross, CPA.
- Maintenance: Based on adjusted current year figures and quotes for 2022-23. Includes maintenance on office equipment.
- Production Supplies: includes Network Music, VideoBlocks, AudioBlocks, voiceover & hosts.
- Program Acquisitions: Acquired program needs identified by the membership.
- Conferences and Seminars: Registration fee for identified conferences.
- Travel: For conferences and meetings.
- Mileage: Based on adjusted current year figures at IRS approved rates (includes parking fees), gas for production van.
- Entry Fees, Dues, Books, Subscriptions: As identified and needed.
- PEG Production Equipment: To be determined with PEG funding requests in June
- SEVA Studio Labs: To be determined with PEG funding requests in June
- Office Equipment: equipment replacement.
- Award Night: SECC 34<sup>th</sup> annual award night and SEVA competition.

- BESTNet Construction Expense: To be determined with Consolidated backbone negotiations.
- BESTNet Construction- nonbudget: District funded projects (site moves/modifications).
- Legal Services: As directed and needed by SECC Board.
- Website Development: Regular updates, modifications, maintenance.

CHANNEL LICENSEE NAME:	Sacramento Educational Cable Consortium	
Fiscal Year 2022-23 Funding Request (General Fund Operations & Base Funding / PEG Fee Fund Base Funding)		
<b>GENERAL FUND</b>		
Category	Description (if applicable)	GENERAL FUND TOTAL
Operations Base		\$431,716.00
Capital Facilities/Equipment Base		\$0.00
Operations Base	General Operations to use for BESTNet	\$78,804.00
		\$0.00
<b>FISCAL YEAR 2022-23 GENERAL FUND REQUEST TOTAL</b>		<b>\$510,520.00</b>
<b>PEG FEE FUND</b>		
Category	Description (if applicable)	PEG FEE FUND TOTAL
PEG Facilities/Equipment Base		\$12,778.00
Rent (If Any)		\$56,957.00
		\$0.00
<b>PEG FEE FUND</b>		
Category	Equipment Description	
One-Time PEG Equipment*	*DEFERRED (Do not submit at this time)	\$0.00
		\$0.00
		\$0.00
<b>FISCAL YEAR 2022-23 PEG FEE FUND BASE REQUEST TOTAL</b>		<b>\$69,735.00</b>
<b>FISCAL YEAR 2022-23 GENERAL FUND &amp; PEG FEE BASE FUNDING REQUEST GRAND TOTAL</b>		<b>\$580,255.00</b>
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 40%;"> <p><i>Elizabeth Rhodes</i></p> <hr/> <p>Signature</p> </div> <div style="width: 40%; text-align: right;"> <p>April 29, 2022</p> <hr/> <p>Date</p> </div> </div> <div style="margin-top: 20px;"> <p>Elizabeth Rhodes, Executive Director</p> <hr/> <p>Name &amp; Title</p> </div> <p style="color: red; font-weight: bold; margin-top: 20px;">Please attach vendor quotes / supporting documentation for all of the items requested above.</p>		

# **ATTACHMENT 20**

## **FISCAL YEAR 2022-23 OPERATIONS REQUEST (METRO CABLE)**



Bringing Government Closer to the People

799 G Street, 4<sup>th</sup> Floor, Sacramento, CA 95814 [www.sacmetrochannel14.com](http://www.sacmetrochannel14.com)

Karen Liu and Bob Davison  
Sacramento Metropolitan Cable Television Commission  
799 G Street, 4<sup>th</sup> Floor  
Sacramento, CA 95814

May 26, 2022

RE: FY 2022-23 Operations and Film Supplies Budget Request for Metro Cable Channel 14 - **Revised**

Dear Karen and Bob,

Attached is a **revised** spreadsheet listing items we anticipate needing in the next fiscal year-- for the Metro Cable 14 Operations and "Film Supplies" budget. **The total including 10% contingency and 8.75% tax is \$100,037.65.** The proposed budget ensures efficient Metro Cable 14 operation, and enhances our visual image and service to member agencies.

In the attached revised Excel, I have added sections for our Transit Connect van lease from the County of Sacramento, and anticipated fuel charges. To reduce personal vehicle mileage, and the need for subsequent reimbursements, Metro Cable staff use the van to visit control rooms to record meetings, and perform preventative maintenance. The van is also used to transport equipment to remote locations, and for surplus runs; as well as transport SMCTC staff to remote sites or PEG channel visits. **The annual van lease (Equipment Rental) and Fuel Charges are: \$6,786.**

System Development Services provided by Sacramento County Department of Technology (D-Tech) are the most substantial costs. Due to the highly technical nature of being a TV Station, we have a large number of networked devices. County Help Desk supports our personal PCs, and provides technical assistance related to networking for our varied devices. I estimate we will need around 45 hours of D-Tech assistance to troubleshoot networking and computer issues, storage hard drives, and our video server equipment. **The subtotal for System Development Services/D-Tech Charges: \$40,938.70.**

Under general "Film Supplies", most line items are similar to last year's. Due to the COVID-19 pandemic, we continue to purchase disinfecting supplies, and protective gear to keep staff healthy. Miscellaneous cables and connectors, as well as tools for cable creation are also needed, as we didn't get to some cable-related projects last year. I anticipate needing to hire more Production Assistants this year, and so am requesting money for online job posting subscriptions. Another higher priced line item is office chairs: two staff members need new chairs that are more ergonomic than their current ones. **General "Film Supplies/Office Supplies" totals: \$12,962.04.**

Aside from one recent Bay Area trade show visit, last year we were unable to travel due to the pandemic. For FY 22-23 I am asking to send two employees to the National Association of Broadcasters equipment convention in Las Vegas, Nevada. If COVID-19 is still a health concern when those events

occur, we will hold off on travel. There also may be some local trade shows our staff could attend, if it is deemed safe. **The Business Travel request is: \$2,405.70.**

In the past Metro Cable staff have taken beneficial software training courses through Sacramento County. While there has been a hiatus of in-person trainings, the County may resume in-person training soon. I am requesting \$1,540 for County training services. There are also a number of webinars hosted each year by our HR consulting firm. I budgeted for some of these as well. In case we need specialized training related to our Wasp asset management database, I am requesting funds for that. **Total Education and Training services request: \$2,629.**

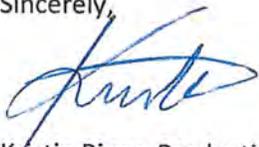
Software Licenses are a substantial, and important portion of our budget. I am requesting Adobe Creative Cloud licenses for FTE staff. Staff perform a great amount of video processing (YouTube uploads, captioning side car files, and format conversions). This has created a need for programming and technical staff to have Adobe CC on their personal computers. Having the same Adobe CC/Acrobat software allows staff to edit documents, graphics, and video efficiently. Maintenance and support plans for our video server are large costs under Software/License. It is important to keep our AV equipment firmware updated and ensure robust technical support. As of last year, the Cable Commission's asset management database, WASP, is now in the Cloud. WASP AssetCloud is an ongoing yearly license. I am also requesting funds to renew our subscriptions for: stock footage, royalty-free music and graphics, as well as engaging content for our bulletin board. **Software/Licenses total: \$12,054.40.**

Since 2015 Metro Cable 14 has offered Production Assistants (PAs) parking validation. When PAs work during the day downtown and park in the County structure, they receive parking validation (a QR code) to cover their cost. Covering parking fees is greatly appreciated by the part-time PAs, as they do not make a large amount of money and sometimes shifts are short. Last year, COVID decreased the need for PA parking, but we intend to hire and train new employees soon, and I expect PAs to work more regular hours in the Metro Cable office. **The estimated need for Parking Charges is \$1,200.**

Under Professional Services, I am requesting funds for pre-employment tests (physicals, drug tests), and background checks performed by the County Sheriff's department. Since we are always looking toward the future, to enhance features/streamline processes, I am requesting funding for an AV consultant to assess our Master Control and Control Room systems and/or design an AV flight pack. An AV firm might provide designs, configurations, and integration to enhance our operations. **Professional Services request is: \$13,620.**

Thank you for your consideration. Please let me know if you require clarification. I am happy to provide additional information. I will deliver hard copies of this letter, the budget spreadsheet, and supporting materials.

Sincerely,



Kristin Riggs, Production Director  
Metro Cable Channel 14

**METRO CABLE  
FISCAL YEAR 2022-23 GENERAL FUND OPERATIONS FUNDING REQUEST**

Item #	Item	Quantity	Unit Price	Total	10% Contingency	Shipping/ Handling	Installation	Warranty	TOTAL
<b>FILM SUPPLIES (G/L ACCOUNT 20202500)</b>									
1	Disinfecting Supplies (Hand Sanitizer, Wipes, Masks, Gloves; Tissues)	1	\$480.20	\$480.20	\$48.02	\$100.00			\$628.22
2	Misc. Office Supplies: Printer Paper, Labels, Pens, Tape, etc.	1	\$360.60	\$360.60	\$36.06				\$396.66
3	Hard Drives & External/Flash Drives	1	\$226.50	\$226.50	\$22.65	\$20.00			\$269.15
4	Batteries (AA, AAA, C, D...)	1	\$222.00	\$222.00	\$22.20	\$20.00			\$264.20
5	Misc. Computer Cables and Adapters	1	\$309.00	\$309.00	\$30.90	\$20.00			\$359.90
6	Misc. Audio/Video Cables and Adapters	1	\$1,342.00	\$1,342.00	\$134.20	\$20.00			\$1,496.20
7	DVDs (100-pack)	2	\$26.00	\$52.00	\$5.20	\$20.00			\$77.20
8	DVD Printer Ink - Epson	2	\$269.00	\$538.00	\$53.80				\$591.80
9	Misc. AV Tools/Parts	1	\$297.00	\$297.00	\$29.70	\$25.00			\$351.70
10	Ink for printers: HP Laserjet/Large Format Inkjet	1	\$1,667.00	\$1,667.00	\$166.70				\$1,833.70
11	Metro Shirts (Short- and Long-Sleeved)	20	\$26.15	\$523.00	\$52.30	\$25.00			\$600.30
12	Employee Recruitment (Online Job Posting - 2-4 positions)	2	\$659.00	\$1,318.00	\$131.80				\$1,449.80
13	SCAN Star Awards Video Contest Entry	4	\$35.00	\$140.00	\$14.00				\$154.00
14	Misc. Charges for Shipping Demo Units and Repairs	0	\$600.00	\$0.00	\$0.00	\$600.00			\$600.00
15	Technical/Training Handbooks	1	\$135.00	\$135.00	\$13.50	\$20.00			\$168.50
16	Office Chairs for MT & PC FTEs	2	\$1,445.00	\$2,890.00	\$289.00	\$225.00			\$3,404.00
17	ID Badges for New Employees (moved from Syst. Dev/D-Tech)	8	\$35.99	\$287.92	\$28.79				\$316.71
18				\$0.00	\$0.00				\$0.00
19				\$0.00	\$0.00				\$0.00
20				\$0.00	\$0.00				\$0.00
<b>G/L 20203100 - System Development Services (Dtech Charges) Subtotal:</b>									<b>\$12,962.04</b>
<b>BUSINESS TRAVEL - CONFERENCES (G/L ACCOUNT 20203100)</b>									
1	NAB Conference	1	\$2,013.00	\$2,013.00	\$201.30				\$2,214.30
2	Trade Shows - Vendor Exhibits	2	\$87.00	\$174.00	\$17.40				\$191.40
3				\$0.00	\$0.00				\$0.00
<b>G/L 20203100 - Business Travel - Conferences Subtotal:</b>									<b>\$2,405.70</b>
<b>EDUCATION &amp; TRAINING SERVICES (G/L ACCOUNT 20203500)</b>									
1	Wasp Asset Mgmt Database Training	2	\$395.00	\$790.00	\$79.00				\$869.00
2	County Software Training Classes	8	\$175.00	\$1,400.00	\$140.00				\$1,540.00
3	HR to Go and Admin Training Classes	8	\$25.00	\$200.00	\$20.00				\$220.00

**METRO CABLE  
FISCAL YEAR 2022-23 GENERAL FUND OPERATIONS FUNDING REQUEST**

Item #	Item	Quantity	Unit Price	Total	10% Contingency	Shipping/ Handling	Installation	Warranty	TOTAL
<b>G/L 20203500 - Education &amp; Training Services Subtotal:</b>									<b>\$2,629.00</b>
<b>EMPLOYEE RECOGNITION (G/L ACCOUNT 20203800)</b>									
1	Employee Recognition (Item)	1	\$734.00	\$734.00	\$73.40				\$807.40
2	Employee Recognition (Event & Meals)	1	\$1,103.00	\$1,103.00	\$110.30				\$1,213.30
<b>G/L 20203800 - Employee Recognition Subtotal:</b>									<b>\$2,020.70</b>
<b>MEMBERSHIP DUES (G/L ACCOUNT 20206100)</b>									
1	SCAN NATOA Membership for Four FT staff	4	\$100.00	\$400.00	\$40.00				\$440.00
<b>G/L 20206100 - Membership Dues Subtotal:</b>									<b>\$440.00</b>
<b>SYSTEM DEVELOPMENT SERVICES - D-TECH CHARGES (G/L ACCOUNT 20271100)</b>									
1	DTech Networking Port Charges - Server & Computers (WAN)	37	\$854.00	\$31,598.00	\$3,159.80				\$34,757.80
2	DTech Help Desk Service Charges (hours)	45	\$121.00	\$5,445.00	\$544.50				\$5,989.50
3	Metro Cable Calendar Subscription Renewal	1	\$132.00	\$132.00	\$13.20				\$145.20
4	Metro Cable Domain Renewal	1	\$42.00	\$42.00	\$4.20				\$46.20
<b>G/L 20203100 - System Development Services (Dtech Charges) Subtotal:</b>									<b>\$40,938.70</b>
<b>HARDWARE (G/L ACCOUNT 20281201)</b>									
1	N/A								
<b>G/L 20281201 - Hardware Subtotal:</b>									<b>\$0.00</b>
<b>SOFTWARE / LICENSE (G/L ACCOUNT 20281202)</b>									
1	Adobe Acrobat Pro License (for Two FTEs)	2	\$68.21	\$136.42					\$136.42
2	Adobe Creative Cloud License (for Three FTEs and Edit PC)	4	\$676.37	\$2,705.48					\$2,705.48
3	Adobe Stock Footage and Graphics License	1	\$360.00	\$360.00					\$360.00
4	AJA Bridge Live Annual Maintenance	1	\$1,995.00	\$1,995.00					\$1,995.00
5	Cablecast RTMP Streaming Delivery License	1	\$1,200.00	\$1,200.00					\$1,200.00
6	Cablecast VIO & CG Assurance Plan (MCS)	1	\$2,400.00	\$2,400.00					\$2,400.00
7	Google One (2TB Share Drives for FTEs, PAs)	2	\$100.00	\$200.00					\$200.00
8	MS Visio Prof 2019 Software for Tech Coord PC	1	\$525.00	\$525.00					\$525.00
9	Norton Anti-Virus for Control Room Laptops	1	\$125.00	\$125.00					\$125.00
10	Screenfeed - Active Content for Bulletin Board - 2 Ch License	2	\$300.00	\$600.00					\$600.00
11	StoryBlocks - Music & Graphics License for Bulletin Board	1	\$360.00	\$360.00					\$360.00
12	Wasp Asset Management Cloud Database License (*taxed)	1	\$1,247.50	\$1,247.50					\$1,247.50
13	When to Work Online Shift Scheduling Software License	1	\$200.00	\$200.00					\$200.00
<b>G/L 20281202 - Software Subtotal:</b>									<b>\$12,054.40</b>

**METRO CABLE  
FISCAL YEAR 2022-23 GENERAL FUND OPERATIONS FUNDING REQUEST**

Item #	Item	Quantity	Unit Price	Total	10% Contingency	Shipping/ Handling	Installation	Warranty	TOTAL
<b>GS- Equipment Rental (G/L ACCOUNT 20292800)</b>									
1	Ford Transit Connect Van Lease (Monthly)	12	\$523.00	\$6,276.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,276.00
<b>G/L ACCOUNT 20292800 - GS- Equipment Rental Subtotal:</b>									<b>\$6,276.00</b>
<b>GS- Fuel Charges - Light (G/L ACCOUNT 20293800)</b>									
1	Fuel purchased from County for Transit Connect Van (per tank)	5	\$104.00	\$520.00	\$0.00	\$0.00	\$0.00	\$0.00	\$520.00
<b>G/L 20293800 - GS- Fuel Charges - Light Subtotal:</b>									<b>\$520.00</b>
<b>GS- PARKING CHARGES (G/L ACCOUNT 20296200)</b>									
1	Parking Validation (QR codes)	150	\$8.00	\$1,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,200.00
<b>G/L 20296200 - GS Parking Charges Subtotal:</b>									<b>\$1,200.00</b>
<b>PROFESSIONAL SERVICES (G/L ACCOUNT 20259100)</b>									
1	AV Consultation: Design, and Integration/Configuration	80	\$150.00	\$12,000.00	\$0.00				\$12,000.00
2	Pre-Employment Tests (Physical/Drug/Driver bkgrd)	6	\$170.00	\$1,020.00	\$0.00				\$1,020.00
3	Pre-Employment Live Scan Background Checks	6	\$100.00	\$600.00	\$0.00				\$600.00
<b>G/L 20259100 - Professional Services Subtotal:</b>									<b>\$13,620.00</b>
<b>Shipping Sub-total:</b>						\$1,095.00			
<b>Contingency Sub-total:</b>					\$5,481.92				
<b>Untaxable amount: \$32,771.94 + \$5,481.92 = \$38,253.86</b>									
<b>Sub-Total:</b>									<b>\$95,066.54</b>
<b>Sales Tax - Use Tax Rate for Member Agency: 8.75% (\$38,253.86 is non-taxable)</b>									<b>\$4,971.11</b>
<b>FY 2022-23 Film Supplies Funding Request - GRAND TOTAL:</b>									<b>\$100,037.65</b>
<b>FY 2022-23 FILM SUPPLIES FUNDING REQUEST - GRAND TOTALS BY G/L ACCOUNT NUMBERS:</b>									
<b>G/L 20202500 - Film Supplies :</b>									<b>\$12,962.04</b>
<b>G/L 20203100 - Business Travel :</b>									<b>\$2,405.70</b>
<b>G/L 20203500 - Education &amp; Training Services :</b>									<b>\$2,629.00</b>
<b>G/L 20203800 - Employee Recognition :</b>									<b>\$2,020.70</b>
<b>G/L 20206100 - Membership Dues :</b>									<b>\$440.00</b>
<b>G/L 20271100 - System Development Services - D-TECH Charges:</b>									<b>\$40,938.70</b>
<b>G/L 20281201 - Hardware :</b>									<b>\$0.00</b>
<b>*G/L 20281202 - Software :</b>									<b>\$12,054.40</b>
<b>G/L 20292800 - GS- Equipment Rental Charges :</b>									<b>\$6,276.00</b>
<b>G/L 20293800 - GS- Fuel Charges - Light Charges :</b>									<b>\$520.00</b>
<b>G/L 20296200 - GS Parking Charges :</b>									<b>\$1,200.00</b>
<b>G/L 20259100 - Professional Services :</b>									<b>\$13,620.00</b>
<b>GRAND TOTAL:</b>									<b>\$100,037.65</b>

**METRO CABLE  
FISCAL YEAR 2022-23 GENERAL FUND OPERATIONS FUNDING REQUEST**

Item #	Item	Quantity	Unit Price	Total	10% Contingency	Shipping/ Handling	Installation	Warranty	TOTAL
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Signature 

Kristin Riggs, Production Director

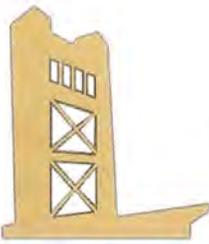
Name & Title

\*No tax on: software, assurance plans, warranty, parking, prof svcs, mileage, travel, van lease, fuel

No tax on contingency. S&H is taxable

Wasp software invoice charges tax

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



# 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

## AGENDA ITEM NO. 4

**DATE:** June 2, 2022

**TO:** Chair and Board of Directors

**FROM:** Robert A. Davison, Executive Director

**SUBJECT:** RESOLUTION NO. 2022-013, APPROVING THE TWELFTH AMENDMENT TO THE LICENSE AND OPERATIONS AGREEMENTS PERTAINING TO USE OF COMMUNITY PROGRAMMING CHANNEL(S)

### RECOMMENDATION:

It is recommended the Board adopt Resolution No. 2022-013, Approving the Twelfth 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
2019-007 (Ninth Amendment)	June 6, 2019	June 30, 2020
2020-006 (Tenth Amendment)	June 18, 2020	June 30, 2021
2021-010 (Eleventh Amendment)	June 3, 2021	June 30, 2022

**Agenda Item No. 4**

**Resolution No. 2022-013, Approving the Twelfth 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. 2022-013, Approving the Twelfth Amendment to the License and Operations Agreements Pertaining to Use of Community Programming Channel Licensees, with an amended term ending June 30, 2023.

Respectfully submitted,



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

**Attachments:**

Resolution No. 2022-013, Approving the Twelfth 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 (Effective November 6, 2003 to June 30, 2006)

**SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION**

**RESOLUTION NO. 2022-013**

**RESOLUTION APPROVING THE PRO FORMA TWELFTH 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;

**WHEREAS**, on June 6, 2019, by Resolution No. 2019-007, the Commission approved the Ninth Amendment to those Agreements to extend the term ending June 30, 2020; and

**WHEREAS**, on June 18, 2020, by Resolution No. 2020-006, the Commission approved the Tenth Amendment to those Agreements to extend the term ending June 30, 2021; and

**WHEREAS**, on June 3, 2021, by Resolution No. 2021-010, the Commission approved the Eleventh Amendment to those Agreements to extend the term ending June 30, 2022.

**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 **Twelfth** Amendment to the License and Operations Agreement Pertaining to Use of Community Programming Channel(s) as set forth in the attached as Exhibit A;

**FURTHER, BE IT RESOLVED AND ORDERED** that the Executive Director is authorized and directed to prepare individual **Twelfth** Amendments to the License and Operations Agreements for the Sacramento Community Cable Foundation DBA Access Sacramento, KVIE, Inc., Interfaith Council of Greater Sacramento DBA Sac Faith RV, and Sacramento Educational Cable Consortium (“Channel Licensees”) in substantially the same form as the Pro Forma Twelfth Amendment; and

**FURTHER, BE IT RESOLVED** that the Executive Director is hereby authorized to execute the **Eleventh** Amendments to the Agreements for all Channel Licensees 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 2<sup>nd</sup> day of June 2022, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Chair of the Board

ATTEST:

\_\_\_\_\_  
Clerk of the Board

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

**THIS TWELFTH 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, fifth amended on June 4, 2015, sixth amended on June 2, 2016, seventh amended on July 19, 2017, eighth amended on June 28, 2018, ninth amended on June 6, 2019, tenth amended on June 18, 2020, and eleventh amended on June 3, 2021 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, 2022" and inserting in lieu thereof the date " June 30, 2023."
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**

**SACRAMENTO METROPOLITAN  
CABLE TELEVISION COMMISSION**

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**LICENSE AND OPERATIONS AGREEMENT  
PERTAINING TO**

**USE OF COMMUNITY PROGRAMMING  
CHANNEL(S) – ACCESS SACRAMENTO**

**(Effective November 6, 2003 to June 30, 2006)**

**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 <sup>st</sup> through and including May 31 <sup>st</sup> .

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 1<sup>st</sup> through and including May 31<sup>st</sup>.

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 1<sup>st</sup> and November 1<sup>st</sup> following the beginning of the term of this Agreement and for every May 1<sup>st</sup> and November 1<sup>st</sup> 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.

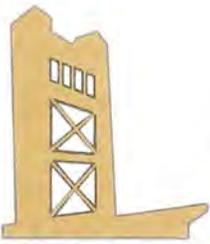
(2) WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE. The insurer shall agree to waive all its rights of subrogation against the SMCTC and SMCTC's officers, officials, employees, agents and volunteers, which might arise by reason of payment under such policy in connection with the activities of 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.sacmetroable.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 2, 2022

**TO:** Chair and Board of Directors

**FROM:** Robert A. Davison, Executive Director

**SUBJECT:** REVIEW OF FRANCHISE & PEG FEES REMITTED BY AT&T, INC. FOR THE PERIOD JANUARY 1, 2020 THROUGH JULY 31, 2021

### RECOMMENDATION:

It is recommended the Board receive and file the review of franchise and PEG fees paid by AT&T, Inc. to the Sacramento Metropolitan Cable Television Commission (Commission) for the Period of January 1, 2020 through July 31, 2021.

### BACKGROUND/DISCUSSION:

The attached review of the franchise and public, educational, government (PEG) fees remitted to the Commission by AT&T for the Period of January 1, 2020 through July 1, 2021 was performed by Carolyn Sculco with Ashpaugh & Sculco, CPAs, PLC (A&S) in April 2022 - in accordance with AT&T's state franchise under the Digital Infrastructure and Video Competition Act of 2006 (DIVCA) enacted in California.

The review was intended to be used by the Commission with respect to evaluating franchise & PEG fees paid by AT&T for the period reviewed. The review and findings were made by the Auditor based on data responses, accounting records, and documentation provided by Commission staff and AT&T. As a result of that review, A&S identified the following amounts due to the Commission for underpayment of franchise and PEG fees, including interest charges for the period audited:

Description	Franchise Fees	PEG Fees	Total Underpayment Due
Total Amount Due Before Interest	\$14,367	\$2,878	\$17,244
<b>Interest Charges</b>	<b>\$ 1,382</b>	<b>\$ 310</b>	<b>\$ 1,692</b>
<b>Total Amount Due With Interest</b>	<b>\$15,749</b>	<b>\$3,188</b>	<b>\$18,936</b>

The Commission issued a demand of payment letter to AT&T on May 5, 2022, informing them of the underpayment. AT&T has since issued a check for the owed amount on May 17, 2022.

**NOTE:** Typically, the Commission performs an audit of AT&T for two (calendar years). However, AT&T transferred its DIVCA franchise to DirecTV effective August 1, 2021. In order to review the remaining five months in Calendar Year 2021, a letter of introduction and audit notification letter was sent to DirecTV. DirecTV has now been informed that Ashpaugh & Sculco will be reaching out in the near future to perform a review of the franchise & PEG fees they paid to the Commission for the period August 1, 2021 through December 30, 2021. Once that review is completed, staff will forward the report from that review to the Board at a future meeting.

**Agenda Item No. 5**

**Review of Franchise & PEG Fees Remitted by AT&T, Inc. for the Period January 1, 2020 to July 31, 2021**

**Page 2**

**RECOMMENDATION:**

It is recommended the Board receive and file the report on the review of franchise and PEG fees paid by AT&T to the Commission for the period January 1, 2020 through July 31, 2021.

Respectfully submitted,



---

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

Attachment:

Review of Franchise & PEG Fees Remitted by AT&T, Inc. for the Period January 1, 2020 to July 31, 2021



ASHPAUGH & SCULCO, CPAs, PLC  
Certified Public Accountants and Consultants

May 2, 2022

Robert Davison, Executive Director  
Sacramento Metropolitan Cable TV Commission  
799 G Street, 4<sup>th</sup> Floor  
Sacramento, CA 95814

**Subject: Review of the Franchise and PEG Fees Paid by AT&T to the Sacramento Metropolitan Cable Television Commission, California for the Period of January 1, 2020 Through July 31, 2021**

Dear Mr. Davison:

We have enclosed the report of our review of the franchise and PEG fees paid by AT&T to the Sacramento Metropolitan Cable Television Commission, California (SMCTC) from January 1, 2020 through July 31, 2021, in accordance with AT&T's state franchise under the Digital Infrastructure and Video Competition Act of 2006 (DIVCA) enacted in California.

This report is intended solely for the information and use of the SMCTC, is not intended to be, and should not be used by anyone other than these specified parties. It is our opinion that the amount due to the SMCTC from AT&T totals \$18,936, as shown on page one of this letter report.

We appreciate the opportunity to be of service to you. If you have any questions, please do not hesitate to call us at (407) 645-2020.

Sincerely,

**ASHPAUGH & SCULCO, CPAS, PLC**

*Ashpaugh & Sculco, CPAs, PLC*

REVIEW OF THE FRANCHISE AND PEG FEES  
PAID BY AT&T TO THE SMCTC, CALIFORNIA

**SUMMARY**

Ashpaugh & Sculco, CPAs, PLC (A&S) has reviewed the franchise and PEG fees paid by AT&T to the Sacramento Metropolitan Cable Television Commission, California (SMCTC) from January 1, 2020 through July 31, 2021 (Review Period). The purpose of our review was to determine whether the franchise and PEG fee payments paid by AT&T to the SMCTC were in conformance with the state franchise under the Digital Infrastructure and Video Competition Act of 2006 (DIVCA) enacted in California.

In accordance with DIVCA, franchise fees are 5.00% of gross revenues and PEG fees are 1.00% of gross revenues. A&S has identified an amount due to the SMCTC for the underpayment of franchise and PEG fees, including interest charges, of \$18,936. We have itemized the underpayment of franchise and PEG fees, by issue, on the following table. We explain our adjustments and reference them by item number in the remainder of this report, using the same item numbers listed in Table 1.

**TABLE 1**

Ln. No.	Description	Franchise Fees Due to SMCTC	PEG Fees Due to SMCTC	Total Due to SMCTC
1	Franchise and PEG Fees Paid by AT&T	\$1,907,191	\$378,404	\$2,285,595
	<u>Adjustments</u>			
2	Late Fees	\$13,424	\$2,685	\$16,109
3	Convenience Fees	351	70	421
4	Returned Check Charges	124	25	149
5	Credit Adjustments	1,341	272	1,613
6	Advertising Revenues	(873)	(175)	(1,048)
7	Total Adjustments	\$14,367	\$2,877	\$17,244
8	Franchise and PEG Fees Calculated by A&S	\$1,921,557	\$381,282	\$2,302,839
9	Franchise and PEG Fees Paid by AT&T	(1,907,191)	(378,404)	(2,285,595)
10	Total Before Interest Charges	\$14,367	\$2,877	\$17,244
11	Interest Charges	1,382	310	1,692
12	Total Amount Due to SMCTC	\$15,749	\$3,188	\$18,936

**SCOPE OF WORK**

A&S was not engaged to and did not perform an audit of AT&T, the objective of which would be the expression of an opinion that the financial statements provide a representation of the operations for the period reviewed. Accordingly, we do not express such an opinion. Had A&S performed such additional procedures, other matters might have come to our attention that would have been reported to the SMCTC. This report relates only to a review of AT&T's gross revenues used to calculate franchise and PEG fees and does not extend to any financial

statements of AT&T or the SMCTC. A&S has relied solely on the information provided to us by the SMCTC and AT&T. This report is intended solely for the information and use of the SMCTC, is not intended to be, and should not be used by anyone other than this specified party.

A&S reviewed the franchise and PEG fees paid by AT&T to the SMCTC to determine whether AT&T complied with the franchise and PEG fee obligations of DIVCA. The review was performed solely to assist the SMCTC with respect to evaluating franchise and PEG fees paid by AT&T to the SMCTC for the Review Period. We based our conclusions and recommendations on data responses, accounting records, and interviews provided by the SMCTC and AT&T. To analyze franchise and PEG fees, A&S performed the following Scope of Work:

#### **Project Kick-Off and General Steps**

1. Contact the SMCTC staff to obtain the documentation required to kick-off the project, including, but not limited to:
  - a. Copies of franchise and PEG fees paid to the SMCTC for the Review Period and any supporting information; and
  - b. Copies of other documentation and correspondence between the SMCTC and AT&T relevant to the Review Period and consistent with DIVCA.
2. Submit initial data request to AT&T requesting information for the Review Period. During the project, if needed, prepare and submit additional data requests.
3. Execute Non-Disclosure Agreement with AT&T in order to obtain confidential data.
4. Correspond with the SMCTC, AT&T via phone, mail, and email to obtain data, resolve issues, and obtain assistance.
5. Review the franchise and PEG fee payments to the SMCTC to determine whether the franchise and PEG were calculated in accordance with DIVCA.

#### **Subscriber Revenues**

6. Reconcile gross revenues reported in the franchise and PEG fee payments to revenues recorded in the general ledgers or equivalent reporting information.
7. Review the components of reported subscriber revenues consistent with the definition of gross revenues in DIVCA to ensure the amounts were correctly included in the franchise and PEG fees reported to the SMCTC.
8. Identify each revenue type that AT&T did not include in the determination of the franchise and PEG fees remitted to the SMCTC for the Review Period and note if the methodology is consistent with DIVCA.

#### **Non-Subscriber Revenues**

9. Reconcile non-subscriber revenue categories reported in the franchise and PEG fee payments to the documentation provided by AT&T.
10. Review and recalculate the allocation of non-subscriber revenues to ensure that they were correctly included in the franchise and PEG fees reported to the SMCTC.

## Report

11. Submit report to the SMCTC. The report will include:
  - a. Supporting table that summarizes our findings by year and category of service;
  - b. Calculations of under/overpayments of the franchise and PEG fees by category of revenues including any associated interest charges; and,
  - c. Identification of any areas of noncompliance and our recommended actions.

## SUBSCRIBER REVENUES

AT&T earns a substantial portion of its revenues from cable television subscriber fees. Cable subscriber revenues include amounts received for programming (basic, digital, high-definition), premium channels, franchise fees, pay-per-view, installation charges, channel guides, equipment lease rentals, late fees, returned check fees and other miscellaneous charges. A&S reconciled the subscriber revenues to franchise and PEG fee payments utilizing the same data as AT&T for reporting revenues to the SMCTC.

### Late Fees (Line 2)

AT&T charged a past due collection fee, also known as a late fee, to subscribers if payment was not received on or before the bill due date. The late fee was the same amount no matter whether the subscriber was taking a single service or multiple services. AT&T included amounts collected from subscribers for late payment fees in the gross revenues reported to the SMCTC. However, AT&T allocated the late fees based on the services taken by the subscriber during that month, i.e., if a subscriber took voice, video, and Internet services, one-third of the late fee was included in reported gross revenues. Since late fees are associated with the bill and not a specific line of service or services, A&S made an adjustment to include 100% of the late fees collected from video subscribers for the Review Period.

### Convenience Fees (Line 3)

AT&T charged a convenience fee when a customer service representative processed a subscriber payment. AT&T included the convenience fees in the revenues reported to the SMCTC. However, AT&T allocated the convenience fee based on the services taken by the subscriber during that month, i.e., if a subscriber took voice, video, and Internet services, one-third of the convenience fee was included in reported gross revenues. Since convenience fees are associated with the bill and not a specific line of service or services, A&S made an adjustment to include 100% of the convenience fees collected from video subscribers for the Review Period.

### Returned Check Charges (Line 4)

AT&T charged a returned check fee to subscribers when the bank returned a check because of insufficient funds. AT&T included the returned check charges in the revenues reported to the SMCTC. However, AT&T allocated the returned check charges based on the services taken by the subscriber during that month, i.e., if a subscriber took voice, video, and Internet services, one-third of the returned check charge was included in reported gross revenues. Since returned check charges are associated with the non-payment of the bill and not a specific line of service or services, A&S made an adjustment to include 100% of the returned check charges collected

from video subscribers for the Review Period.

**Credit Adjustments (Line 5)**

Each month, AT&T reduced subscriber revenues by a “credit adjustment.” However, the “credit adjustment” included Internet, telephone, and video services, as well as lump-sum credits to address subscriber complaints. AT&T provided A&S with supporting schedules so that we could reasonably determine how much of the credit was applicable to video. Based on our review of the data provided by AT&T, A&S accepted the portion of the credit-related to video and made an adjustment to reverse the non-video related charges for the Review Period.

**NON-SUBSCRIBER REVENUES**

In accordance with DIVCA, AT&T included non-subscriber revenues generated from advertising, home shopping, and other revenues. A&S reviewed the revenues from supporting documentation provided by AT&T.

**Advertising Revenues (Line 6)**

A&S recalculated the advertising revenues and compared the amounts to the advertising revenues that AT&T reported to the SMCTC. For several months during the Review Period, AT&T incorrectly reported advertising revenues to the SMCTC. A&S adjusted the advertising revenues to reflect the revised amounts.

**INTEREST CHARGES (Line 11)**

Interest charges for franchise fees are defined in DIVCA, Section 5860, paragraph (h) as follows:

The state franchise fee shall be remitted to the applicable local entity quarterly, within 45 days after the end of the quarter for that calendar quarter. Each payment shall be accompanied by a summary explaining the basis for the calculation of the state franchise fee. If the holder does not pay the franchise fee when due, the holder shall pay a late payment charge at a rate per year equal to the highest prime lending rate during the period of delinquency, plus 1 percent. If the holder has overpaid the franchise fee, it may deduct the overpayment from its next quarterly payment.

In accordance with DIVCA, A&S calculated interest charges through May 31, 2022 for the underpayment of franchise fees utilizing the prime rate of interest plus 1%, compounded annually. Interest charges should be recalculated based on when actual payment is received.

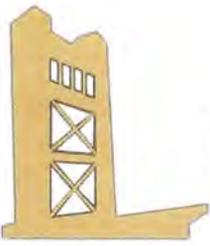
DIVCA does not address the issue of interest charges for the underpayment of PEG fees. Therefore, A&S utilized the language from the California Constitution, Article 15, Section 1, to determine the interest charges associated with PEG fees. A&S calculated interest charges at 7.00%, compounded annually, through May 31, 2022. Interest charges would be recalculated based on when actual payment is expected to be received.

### **AUDIT FEES**

In accordance with DIVCA, Section 5860(i), "If the examination discloses that the holder has underpaid franchise fees by more than 5 percent during the examination period, the holder shall pay all of the reasonable and actual costs of the examination." The identified underpayment due to the SMCTC from our review did not exceed the 5.00% threshold for the Review Period. Thus, we did not include the reimbursement of audit fees in our findings.

### **RECOMMENDATIONS**

A&S recommends that the SMCTC pursue payment of \$18,936 from AT&T for the underpayment of franchise and PEG fees, including interest charges. Based on our review, it is reasonable to assume that some of the findings noted in this report could apply to franchise and PEG fees paid to the SMCTC in future quarters. A&S proposes that the SMCTC request that AT&T maintain all relevant financial records in case the SMCTC decides to review additional years later. The financial records should include accounting records, general ledgers, the number of subscribers, and data for advertising revenues. It is imperative to maintain these records because clerical errors, changes in accounting methods, or unique situations that would not surface during the year may be discovered under direct questions and analyses.



# SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

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

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## AGENDA ITEM NO. 6

**DATE:** June 2, 2022

**TO:** Chair and Board of Directors

**FROM:** Robert A. Davison, Executive Director

**SUBJECT:** **SECOND AMENDMENT TO ATRIUM 916 AGREEMENT**

### RECOMMENDATION:

It is recommended the Board receive and file the Second Amendment to the Professional Services Agreement with Atrium 916.

### BACKGROUND/DISCUSSION:

In 2020, Commission Staff received a grant request in the form of a Proposal from the Office of Mayor Steinberg and Commission Board members Eric Guerra and Steve Hansen in coordination with Atrium 916 and Unleashed Productions. The Proposal was related to the COVID-19 Pandemic with funding being sought for local artists to earn some income while unable to work during the COVID-19-public health crisis.

The non-profit Atrium 916 (501c3) and for-profit production company Unleashed Productions, was to work with the City to create short form enrichment media content from local makers and creators to be shown on Access Sacramento and potentially the Commission’s other PEG Channels (KVIE, SECC, and Metro Cable 14).

- Atrium was to put out a call to artist to submit original content.
- Atrium was to prepare the content into bundles for SMCTC PEG channels.
- Artists were to be paid per second for the content that is selected through Atrium; with average content created be at 5 minutes; and to keep the content short for audience engagement.
- Content would be bundled into 20 half-hour episodes.
- It was estimated that artists would be paid at \$120 per minute and the grant would pay for approximately 100 projects - and more with funding requested from the City.

The grant request for \$100,000 was to fund the following:

Infrastructure to procure content and pay artists	\$25,000
Direct Payment to Artist	\$60,000
Insurance and other items necessary to meet legal and insurance requirements	\$12,000
Marketing and Professional Materials	\$3,000

**Agenda Item No. 6**  
**Second Amendment to Atrium 916 Agreement**  
**Page 2**

Staff held a Zoom meeting with SMCTC Board Alternate Pollo-Moo, and representatives from Mayor Steinberg and Council Member/Commissioner Hansen's office. Thereafter, the Proposal was revised to include more details that were discussed at that meeting.

While the request was not a typical grant request, the request was forwarded to the Board for consideration and was approved by the Board at its June 4, 2020 Quarterly Board meeting.

At the June 3, 2021 Board meeting, the Board approved an Amendment to the Atrium 916 Agreement, as requested by Founder and CEO of Atrium 916 Shira Lane, to include the following changes:

- Extend the terms of the Agreement for one year, to expire September 1, 2022.
- Deletion of Item 10.A of Exhibit D (General Conditions) which stipulated:
  - This Contract continues in effect until both parties have fully performed their respective obligations under this contract, unless sooner terminated as provided herein.

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

In February 2022, Ms. Lane reached out to staff after she realized the need for a pivot in the Project and asked the Atrium 916 Agreement be amended again for the following reasons:

- When they began to receive submittals during Phase 1, they realized that the content submitted by local artists were not broadcast ready and there was a significant gap in media creation skills in the Sacramento Region.
- Instead of working on 100 vignettes where each creative is responsible for their own filming, sound, set design, writing, lighting, hair, make-up, and delivery, a different learning approach was suggested.
- The new learning approach includes filming the whole program with broadcast approved 4K cameras and training local creatives how to produce quality content on a green sustainable set.
- To achieve this, they proposed increasing participation of artists and creatives working on each episode from 4 to 18 creatives. Some would be on camera and others behind the camera learning the production side, providing professional working experience in a welcoming environment.
- The number of episodes was changed from 20 phone camera episodes to 6 high quality productions.

To support Atrium 916's request for this opportunity to upgrade the production and upskill the creative sector, a Second Amendment was made to the Agreement, to include the following:

- Exhibit A is amended in full to read as set forth in Attachment 1 of this Amendment;
- Notwithstanding anything to the contrary in the Agreement, the Services shall be completed by June 30, 2023;
- All other terms and conditions of the aforesaid Agreement shall remain in effect and unchanged.

As reported at the March 3, 2022 Board meeting, since there was no change to the original \$100,000 amount granted, the Executive Director is to sign the Second Amendment to the Atrium 916 Agreement as it was within his purview. To date, the Commission has paid out \$85,000 of the \$100,000 requested.

**RECOMMENDATION:**

It is recommended the Board receive and file the Second Addendum to the Professional Services Agreement with Atrium 916.

Respectfully submitted,

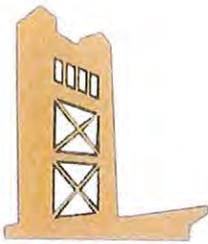


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ROBERT A. DAVISON, Executive Director  
Sacramento Metropolitan Cable Television Commission

Attachment:

Atrium 916 Professional Services Agreement  
Amendment to Atrium 916 Professional Services Agreement  
Second Amendment Atrium 916 Professional Services Agreement



# SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

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## FISCAL YEAR 2020-21 PROFESSIONAL SERVICES AGREEMENT

**THIS CONTRACT** is made in Sacramento, California, and entered into this 1<sup>st</sup> day of September, 2020, by and between the **SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION**, a California Joint Powers Authority (“SMCTC”), and **ATRIUM 916**, a 501(c)(3) Nonprofit Corporation (“Contractor”).

The SMCTC and Contractor agree as follows:

1. **Contract Documents.** All exhibits and documents attached or referred to in this Contract are incorporated as if set forth herein, including **Exhibit A** (titled “Scope of Services”) and **Exhibit B** (titled “Payment”).

If there is a conflict between the terms and conditions of any document prepared or provided by the Contractor and made a part of this Contract and the other terms or conditions of the Contract, the other terms and conditions of the Contract control.

2. **Services.** Subject to the terms and conditions set forth in this Contract. Contractor shall provide to SMCTC the services described in Exhibit A (“Services”).

Contractor will not be compensated for services outside the scope of Exhibit A (“Additional Services”) unless, before providing Additional Services: (a) Contractor notifies SMCTC and SMCTC agrees that the Additional Services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these Additional Services; and (c) SMCTC, after notice, approves in writing a Supplemental Contract specifying the Additional Services and the amount of additional compensation to be paid Contractor.

SMCTC will have no obligations whatsoever under this Contract or any Supplemental Contract, unless and until this Contract or any Supplemental Contract is approved by the Board of SMCTC or the SMCTC Executive Director, as may be required under SMCTC rules. As used in this Contract, the term “Services” includes both Services and Additional Services as applicable.

3. **Payment.** SMCTC shall pay Contractor at the times and in the manner set forth in Exhibit B. Contractor shall submit all invoices to SMCTC in the manner specified in Exhibit B.
4. **Facilities and Equipment.** Contractor shall, at its sole cost and expense, furnish all facilities and equipment required for Contractor to perform this Contract.

5. **Insurance.** Contractor shall, at its sole cost and expense, maintain the insurance coverage described in the attached **Exhibit C**.
6. **General Conditions.** Contractor shall comply with the terms and conditions set forth in the attached **Exhibit D**.
7. **Non-Discrimination.** No discrimination shall be made in the employment of persons under this Agreement because of that person's race, color, national origin, ancestry, religion, age, marital status, disability, gender, sexual orientation, or place of birth.
8. **Authority.** The person signing this Contract for Contractor represents and warrants that he or she has read, understands, and agrees to all the Contract terms and is fully authorized to sign this Contract on behalf of the Contractor and to bind the Contractor to the performance of the Contract's obligations.

[Signatures Page Following Exhibits]

## EXHIBIT A

### SCOPE OF SERVICES

#### 1. Representatives.

The SMCTC Representative for this Agreement is:

*Karen Liu / Administrative Services Officer III  
799 G Street, 4<sup>th</sup> Floor  
Sacramento, CA. 95814  
916-874-6661/ [Liuk@saccounty.net](mailto:Liuk@saccounty.net)*

The CONTRACTOR Representative for this Agreement is:

*Shira Lane / Executive Director  
7300 Folsom Boulevard  
Sacramento, CA. 95826  
916.642.9415 / [shira@atrium916.com](mailto:shira@atrium916.com)*

Unless otherwise provided in this Contract, all Contractor questions and correspondence pertaining to this Contract must be addressed to the SMCTC Representative. All SMCTC questions and correspondence must be addressed to the Contractor Representative.

2. **Scope of Services.** Contractor shall provide Services to SMCTC as set forth in Attachment 1 to this Exhibit A.
3. **Time of Performance.** The Services described in this Contract shall be provided for *one year*. SMCTC may extend this Contract for up to one additional one-year term, for a maximum two year term. Contractor shall provide the Services in accordance with any schedule in Attachment 1 to this Exhibit A.
4. **Interest of Consultant and Sub-Consultants.** Consultant covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services under this Agreement.

Consultant certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of SMCTC.

Consultant further covenants that, in the performance of this Agreement, no sub-consultant or person having any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services under this Agreement shall be employed.

For the term of this Agreement, no member, officer, or employee of SMCTC, during the term of his or her service with SMCTC shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

# ATTACHMENT 1

## SACRAMENTO METROPOLITAN CABLE TELEVISION CABLE COMMISSION

### RAPID RESPONSE FOR THE CREATIVE ECONOMY PROJECT Attachment 1 to Exhibit A

#### **Phase One: Foundation - \$25,000 (2 to 4 weeks)**

**Lump sum payment within 30 days of execution of Contract.**

General Purpose: To accomplish the tasks needs to be ready to initiate the launch the Project and begin solicitation of artists.

#### Typical Tasks

1. Reach out to stakeholders for broadcast or other requirements.
2. Build guidelines and infrastructure to accept submissions and maintain a database for reporting.
3. Prepare legal documents for acquisition of licensed content and talent releases from creatives, for Attorney review.
4. Purchase hardware to store media content.
5. Marketing and Outreach prep work throughout the County.
6. Create a video example or explanation on how to deliver good content.
7. Receive all necessary graphics and language from the Sacramento Metropolitan Cable Television Commission (SMCTC) staff to attribute project properly.

#### **Phase Two: Launch and Edit - \$65,000 Total (6 to 12 weeks)**

**Two lump sum payments upon receipt of invoice(s) from Atrium 916. The Invoice(s) must include an outline of work completed in Phase One and that the Project is ready to launch Phase Two.**

**A minimum of \$60,000 must be expended by Atrium 916 on payments to Artists as set forth in the proposal. The Phase Two-A payment shall not exceed \$30,000. The Phase Two-B payment shall be \$35,000 plus any amount not invoiced in Phase Two-A.**

General Purpose: To launch the Program, outreach to the community, and begin and complete acceptance and review of submissions and payment to Artists for submissions that are accepted.

#### Phase Two-A - Typical Tasks

1. Launch the program partnering with the City of Sacramento and County contacts, including member agencies of SMCTC.
2. Marketing, Social Media, and Public Relations work to drive participation, including participation from under represented areas.

# ATRIUM<sup>916</sup>

CREATIVE INNOVATION FOR SUSTAINABILITY

## Phase Two-A – Typical Tasks (continued)

3. Begin receipt of submissions and the review process of submissions.
4. Respond to submissions with feedback and invite to resend or send another.
5. Close submission – notification of closing window.

## Phase Two-A – Invoice

Invoice must include:

- A copy of the guidelines related to submissions.
- A copy of the legal documents for acquisition of licensed content and talent releases.
- Summary of marketing and outreach prep.
- Video/or example of content created.

## Phase Two-B - Typical Tasks

1. Final selections.
2. Editing of entire program and graphic creation.
3. Final selections shall be limited to no more than 2 per Artists, with the goal of providing funding to between 100 and 200 Artists.
4. The final product will be 20 half-hour episodes of approximately 25 minutes each.
5. Payment to Artists and review all documents. It is anticipated that approximately 100 submissions will be accepted with payments to between 100 and 200 Artists, as set forth in the proposal/scope of work.

## Phase Two-B – Invoice

Invoice must include a summary of the number and types of submissions received.

## **Phase Three: Delivery - \$15,000**

**Up to \$7,500 can be paid prior to the delivery of a Project Report to SMCTC and acceptance of the Report by SMCTC.**

**Final payment will be made within 30 days of acceptance of the Report by SMCTC. Lump sum payment(s) will be made upon receipt of Invoices from Atrium 916. The Invoices must include an outline of work completed in Phase Two, including a summary of selections and payments to artists including amounts paid per artist.**

**The Second Payment of \$7,500 will be paid upon delivery of the Project Report and approval of the Report as complete by SMCTC and a sample of the programming created.**

*Atrium 916, 7300 Folsom Blvd. Sacramento CA 95826. Atrium916.com | Shop.Atrium916.com. | @atrium916 | 916.642.9415  
The Atrium is a subsidiary of Up Kindness, Inc. A 501c3 nonprofit dedicated to creating a kind and sustainable future for all.*

# ATRIUM<sup>916</sup>

CREATIVE INNOVATION FOR SUSTAINABILITY

## **General Purpose**

Complete programming and deliver final product to participating PEG channels and others (i.e. Non-profits). Deliver Project report to SMCTC.

## **Typical Tasks**

1. Acquire all necessary documentation not previously acquired for final delivery of content.
2. Clearance attorney fees and E&O insurance required by law for broadcast.
3. Create Teaser, Trailer and other marketing material for broadcast marketing of final product.
4. Deliver final product to PEG channels.
5. Deliver final product to local nonprofits.
6. Completion of an online version for easy viewing and notification of when the online version will be available for viewing. Online version shall be available for viewing for a minimum of months.

## **Project Report**

The Project Report shall, at a minimum, include the following:

1. The number of Artists who submitted material.
2. The number of Artists whose work was accepted and a description of the length of the submission and the range of amounts paid to the Artists and the number of Artists in each range and residence or work location of the Artists.
3. The number of episodes and the total minutes of content in each episode.
4. The PEG Channels that received the final product and known plans for cable casting.
5. Where interested parties can view the on-line version and how long the final product will be available for on line viewing.
6. A final accounting of funds expended on the Project with reference to the scope of work activities.

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## EXHIBIT B

### PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the Contractor for the provision of Services as set forth in Exhibit A, including any authorized reimbursable expenses, shall not exceed the total sum of One Hundred Thousand Dollars (\$100,000).
2. **Rates and Payments.** Contractor shall be paid for the performance of Services as set forth in Exhibit A or Attachment 1 to this Exhibit B and any applicable special provisions included in the request for bids or proposals. If there is a conflict between Exhibit A or Exhibit B and the Special Provisions, Exhibit A or Exhibit B controls.
3. **CONTRACTOR's Reimbursable Expenses.** "Reimbursable Expenses" are limited to actual expenditures of Contractor for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by SMCTC. No charges or markup will be allowed unless specified in the Contract, including charges for travel and transportation.
4. **Payments to CONTRACTOR.** Contractor is responsible for supplying all documentation necessary to verify invoices to SMCTC's satisfaction. **Contractor must obtain a Sacramento County Vendor's Number in order to be paid.** Additional requirements for invoices is included on Attachment 1 to Exhibit B of this Agreement.
  - A. Payments to Contractor shall be made within a reasonable time after receipt of Contractor's invoice, in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. Contractor may request payment on a monthly basis. Contractor shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of SMCTC.
  - B. Invoices must be submitted to either of the addresses specified below.
    - (1) Email. Submit/email invoices and any attachments to [liuk@saccounty.net](mailto:liuk@saccounty.net).
    - (2) Postal Mail. If emailing is not an option, mail invoices and any attachments to:  
  
Karen Liu, ASO III  
Sacramento Metropolitan Cable Television Commission  
799 G Street, 4th Floor  
Sacramento, CA. 95814

All invoices submitted by Contractor must contain the following information:

- (1) Job/Project Name
- (2) SMCTC's current Purchase Order Number
- (3) Contractor's Invoice Number
- (4) Date of Invoice Issuance
- (5) Work Order Number (if applicable)
- (6) SMCTC representative identified on the Purchase Order

- (7) Contractor's remit address
- (8) Description of services billed under Invoice
- (9) Amount of Invoice (itemize all authorized Reimbursable Expenses)
- (10) Total Billed to Date under Contract (if applicable)

C. Items must be separated into Services and Reimbursable Expenses. Invoices that do not conform to the format outlined above will be returned to Contractor for correction. SMCTC is not responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above.

- 6. **Additional Services.** Additional Services shall be provided only when a Supplemental Contract authorizing the Additional Services is approved in writing by SMCTC in accordance with SMCTC's contract amendment procedures. SMCTC reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform the Additional Services.
- 7. **Accounting Records of CONTRACTOR.** During performance of this Contract and for a period of three years after completion of performance, Contractor shall maintain all accounting and financial records related to this Contract, in accordance with generally accepted accounting practices, including records of Contractor's costs for performance under this Contract and records of Contractor's Reimbursable Expenses. Contractor shall keep and make records available for inspection and audit by representatives of the SMCTC upon reasonable written notice.
- 8. **Tax Payments.** Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide SMCTC with proof of the payment upon request. Contractor hereby agrees to indemnify SMCTC for any claims, losses, costs, fees, liabilities, damages or injuries suffered by SMCTC arising out of Contractor's breach of this section.

**EXHIBIT C**  
**INSURANCE**

1. **Insurance Requirements.** During the entire term of this Contract, Contractor shall maintain the insurance coverage described in the Insurance Terms below. Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified under this Contract. No additional compensation will be provided for Contractor's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to SMCTC.

Contractor's liability to SMCTC is not in any way limited to or affected by the amount of insurance coverage required or carried by the Contractor in connection with this Contract.

2. **General Liability Minimum Scope and Limits of Insurance Coverage.** Commercial General Liability Insurance is required providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the Contractor and subcontractors, products and completed operations of Contractor and subcontractors, and premises owned, leased, or used by Contractor and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

SMCTC, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Contractor and subcontractors; products and completed operations of Contractor and subcontractors; and premises owned, leased, or used by Contractor and subcontractors.

3. **Automobile Liability Minimum Scope and Limits of Insurance Coverage.** Automobile Liability Insurance is required providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.

SMCTC, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

No automobile liability insurance is required if Contractor completes the following certification:

“Contractor certifies that a motor vehicle will not be used in the performance of any work or services under this agreement. If, however, Contractor does transport items under this Contract, or this Contract is amended to require any employees of Contractor to use a vehicle to perform services under the Contract, Contractor understands that it must maintain and provide evidence of Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.”

SL (CONTRACTOR initials)

4. **Excess Insurance.** The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage, provided that any umbrella or excess insurance contains, or is endorsed to contain, a provision that it will apply on a primary basis for the benefit of SMCTC, and any insurance or self-insurance maintained by SMCTC, its officials, employees, or volunteers will be in excess of Contractor's umbrella or excess coverage and will not contribute to it.

5. **Workers' Compensation Minimum Scope and Limits of Insurance Coverage.** Workers' Compensation Insurance is required with statutory limits and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of SMCTC. If no work or services will be performed on or at SMCTC facilities or SMCTC Property, the SMCTC Representative may waive this requirement by selecting the option below:

Workers' Compensation waiver of subrogation in favor of the SMCTC is not required.

RA SA (SMCTC Representative Initials)

No Workers' Compensation insurance shall be required if Contractor completes the following certification:

"Contractor certifies that its business has no employees, and that it does not employ anyone, and is therefore exempt from the legal requirements to provide Workers' Compensation insurance. If, however, Contractor hires any employee during the term of this Contract, Contractor understands that Workers' Compensation with statutory limits and Employer's Liability Insurance with a limit of not less than one million dollars (\$1,000,000) is required. The Workers' Compensation policy will include a waiver of subrogation in favor of SMCTC."

SL (CONTRACTOR initials)

6. **Errors and Omissions Insurance Minimum Scope and Limits of Insurance Coverage.**

Contractors will acquire producer Errors and Omissions Media Insurance for the project, with limits of not less than one million dollars (\$1,000,000) per claim/ \$2,000,000 aggregate with a deductible of not more than \$10,000. **Errors & Omissions (E & O) Insurance for Producers** is specialized coverage for a wide variety of media risks against the devastating impact of lawsuits for libel, slander, invasion of privacy, infringement of copyright and other specified torts. This type of insurance is typically required when signing a distribution or broadcast contract. Distributors generally define project specific coverage for features, documentaries, Reality TV, TV specials and series. These described policies name the productions specifically. In other words, E&O is insurance for when the movie is ready for distribution whether it is straight to broadcast, DVD or a theatrical distribution release.

Contractor will acquire Media Specific E&O insurance as described above upon editorial completion. Contractor has other E&O and general liability to cover other aspects of the project.

The Contractor will take the following necessary steps throughout to be able to secure this coverage, including but not limited to:

- A. Written agreements must exist between the producer, creators, authors, writers, performers and any other persons providing material.
- B. Written releases must be obtained for faces and likenesses of any recognizable living persons. All releases must provide the producer with the rights to edit, modify, add to and/or delete material, change the sequence of events or of any questions posed and/or answers given and to fictionalize persons or events.
- C. Musical rights must be obtained from the composer and/or performers of specially commissioned music and/or cleared with the owners of pre-existing music and/or recordings.
- D. All licenses and consents must be obtained from the copyright owner and any person or entity depicted in the film clip and photographs. If the Fair Use doctrine is to be utilized, the contractor must obtain a fair use opinion letter from an experienced clearance attorney.

7. **Other Insurance Provisions.** The policies must contain, or be endorsed to contain, the following provisions:

- A. Contractor's insurance coverage, including excess insurance, shall be primary insurance as respects SMCTC, its officials, employees and volunteers. Any insurance or self-insurance maintained by SMCTC, its officials, employees or volunteers will be in excess of Contractor's insurance and will not contribute with it.
- B. Any failure to comply with reporting provisions of the policies will not affect coverage provided to SMCTC, its officials, employees or volunteers.
- C. Coverage shall state that Contractor's insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. Contractor shall provide SMCTC with 30 days written notice of cancellation or material change in the policy language or terms.

8. **Acceptability of Insurance.** Insurance must be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Exhibit C must be declared to and approved by SMCTC in writing before execution of this Contract.

9. **Verification of Coverage.**

- A. Contractor shall furnish SMCTC with certificates and required endorsements evidencing the insurance required. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to SMCTC Representative on demand.
- B. Contractor shall send all insurance certificates and endorsements, including policy renewals, during the term of this Contract directly to:

Karen Liu, ASO III  
Sacramento Metropolitan Cable Television Commission  
799 G Street, 4th Floor  
Sacramento, CA. 95814

- C. Certificate Holder must be listed as:

Sacramento Metropolitan Cable Television Commission  
799 G Street, 4<sup>th</sup> Floor  
Sacramento, CA. 95814

SMCTC may withdraw its offer of Contract or cancel this Contract if the certificates of insurance and endorsements required have not been provided before execution of this Contract. SMCTC may withhold payments to Contractor and/or cancel the Contract if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.

10. **Subcontractor Insurance Coverage.** Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in this Exhibit C.
11. **Modifications to Insurance.** Any modifications to the insurance requirements requested by Contractor necessary in order to obtain coverage must be approved in writing by SMCTC.

## EXHIBIT D

### GENERAL CONDITIONS

#### 1. Independent Contractor.

- A. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel will be entitled to any benefits payable to SMCTC employees. SMCTC is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Contract, and Contractor will be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold SMCTC harmless from any and all claims that may be made against SMCTC based upon any contention by any of Contractor's employees or by any third party, including any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Contract or by reason of the nature and/or performance under this Contract.
- B. It is further understood and agreed by the parties that Contractor, in the performance of its obligations, is subject to SMCTC's control and direction as to the designation of tasks to be performed and the results to be accomplished under this Contract, but not as to the means, methods, or sequence used by Contractor for accomplishing the results. To the extent that Contractor obtains permission to, and does, use SMCTC facilities, space, equipment or support services in the performance of this Contract, this use will be at the Contractor's sole discretion based on the Contractor's determination that the use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contract, the SMCTC does not require that Contractor use SMCTC facilities, equipment or support services or work in SMCTC locations in the performance of this Contract. As used in this Contract, "sole discretion" or "sole judgment" means that the party authorized to exercise its discretion or judgment may do so based on an unfettered assessment of its own interests, without considering how its decision affects the other party, and unconstrained by the implied covenant of good faith and fair dealing.
- C. If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under the direction, supervision, and control of Contractor. Except as otherwise provided in this Contract, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor will issue W-2 or 1099 Forms for income and employment tax purposes for all Contractor's assigned personnel and subcontractors.

D. The provisions of this section will survive any expiration or termination of this Contract. Nothing in this Contract creates an exclusive relationship between SMCTC and Contractor. Contractor may represent, perform services for, or be employed by any additional persons or companies so long as Contractor does not violate the provisions of Section 5, below.

2. **Licenses, Permits, Etc.** Contractor represents and warrants that Contractor has, and shall maintain at all times during the term of this Contract at its sole cost and expense, all licenses, permits, qualifications, and approvals of any nature that are legally required for Contractor to practice its profession or fulfill the terms of this Contract, including any City or County Business Operations Tax Certificate, as may be required, and any required certification issued by the California Secretary of State.
3. **Time.** Time is of the essence in the performance of this Contract. Contractor shall devote the necessary time and effort to its performance under this Contract. Neither party will be considered in default of this Contract, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as SMCTC may specify in writing, Contractor and Contractor's personnel have no authority, express or implied, to act on behalf of SMCTC in any capacity whatsoever as an agent. Contractor and Contractor's personnel shall have no authority, express or implied, to bind SMCTC to any obligations whatsoever.
5. **Conflicts of Interest.** Contractor covenants that neither it, nor any officer or principal of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the SMCTC's interests or that would in any way hinder Contractor's performance under this Contract. Contractor further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor, without SMCTC's written consent.

Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with SMCTC's interests during the performance of this Contract.

6. **Indemnification; Public Information.**

- A. Contractor shall fully defend, indemnify and hold harmless SMCTC, its officers and employees, and each of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Contractor under this Contract infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. SMCTC shall make reasonable efforts to notify Contractor not later than ten days after SMCTC is served with any such claim, action, lawsuit or other proceeding. However, SMCTC's failure to provide notice within the ten-day period does not relieve Contractor of its obligations hereunder, which survive any termination or expiration of this Contract.
- B. All proprietary and other information received from Contractor by SMCTC, whether received in connection with Contractor's proposal to SMCTC or in connection with Contractor's performance, will be disclosed upon receipt of a request for disclosure, in

accordance with the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to SMCTC, SMCTC shall give notice to Contractor of any request for the disclosure of such information. The Contractor will then have five days from the date it receives notice to petition the court for a protective order to prevent the disclosure of the information. The Contractor shall have sole responsibility for defense of the actual "trade secret" designation of such information.

C. The parties understand and agree that any failure by Contractor to respond to the notice provided by SMCTC and seek a protective order, in accordance with the provisions of subsection C, above, constitutes a complete waiver by Contractor of any rights regarding the information designated "trade secret" by Contractor, and the information will be disclosed by SMCTC in accordance with the Public Records Act.

7. **Notification of Material Changes in Business.** Contractor agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, name change, or loss of key personnel, it will immediately notify SMCTC of the changes. Contractor also agrees to immediately notify SMCTC of any condition that may jeopardize the scheduled delivery or fulfillment of Contractor's obligations to SMCTC under this Contract.

8. **Standard of Performance.** Contractor shall perform in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California and in compliance with all requirements of this Contract. All products that Contractor delivers to SMCTC under this Contract must be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession.

Contractor shall assign only competent personnel to perform on its behalf under this Contract. Contractor must notify the SMCTC in writing of any changes in Contractor's staff assigned to perform under this Contract, before any performance by the new staff member. If the SMCTC, in its sole discretion, determines that any person assigned by the Contractor to perform under this Contract is not performing in accordance with the standards required herein, SMCTC shall provide notice to Contractor. Contractor shall immediately remove the assigned person upon receipt of the notice.

9. **Emergency/Declared Disaster Requirements.** If an emergency is declared by SMCTC Manager, or if any portion of SMCTC is declared a disaster area by the county, state or federal government, this Contract may be subjected to increased usage. The Contractor shall serve SMCTC during a declared emergency or disaster, subject to the same terms and conditions that apply during non-emergency / non-disaster conditions. The pricing set forth in this Contract will apply, without mark-up, regardless of the circumstances. If the Contractor is unable to fulfill the terms of the Contract because of a disruption in its chain of supply or service, then the Contractor shall provide proof of the disruption. Acceptable forms of proof will include a letter or notice from the Contractor's source stating the reason for the disruption.

**10. Term; Suspension; Termination.**

- A. This Contract is effective on the Effective Date and continues in effect until both parties have fully performed their respective obligations under this Contract, unless sooner terminated as provided herein.
- B. SMCTC shall have the right at any time to suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. Upon receipt of such notice, Contractor shall immediately suspend its activities under this Contract, as specified in the notice.
- C. The SMCTC shall have the right to terminate this Contract at any time by giving a written notice of termination to Contractor. Upon receipt of such notice, Contractor shall immediately cease performance under this Contract as specified in the notice. If the SMCTC terminates this Contract:
  - (1) Contractor shall, not later than five days after receipt of the notice, deliver all information prepared under this Contract to SMCTC.
  - (2) The SMCTC shall pay Contractor the reasonable value of Goods or Services provided by Contractor before termination; provided, however, SMCTC shall not in any manner be liable for lost profits that might have been made by Contractor had the Contract not been terminated or had Contractor completed performance required by this Contract. Contractor shall furnish to the SMCTC any financial information requested by SMCTC to determine the reasonable value of the Goods or Services provided by Contractor. The foregoing is cumulative and does not affect any right or remedy that SMCTC may have in law or equity.

**11. Default by Contractor.** In case of default by the Contractor, SMCTC reserves the right to procure the Goods or Services from other sources and deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in this Contract and the actual cost to SMCTC to procure from an alternate source. Prices paid by SMCTC will be considered the prevailing market price at the time such purchase is made.

**12. Indemnity.**

- A. Indemnity: Contractor shall defend, hold harmless, and indemnify SMCTC, its officers, and employees, and each and every one of them, from and against all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, and expenses of every type and description, whether arising on or off the site of the work or services performed under this Contract, including any fees and costs reasonably incurred by SMCTC's outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including Liabilities for personal injury or death, damage to personal, real, or intellectual property, damage to the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Contract by Contractor, any subcontractor (including lower-tier subcontractors) or agent of Contractor, their respective officers and employees, and anyone else for whose

acts of omissions any of them may be liable, whether or not the Liabilities (i) are caused in part by a party indemnified hereunder, or (ii) are litigated, settled, or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense, to the extent arising from the active negligence or willful misconduct of, or defects in design furnished by, SMCTC, its agents, servants, or independent contractors who are directly responsible to SMCTC, except when such agents, servants, or independent contractors are under the supervision and control of Contractor or any subcontractor (including lower-tier subcontractors) or agent of Contractor.

- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by SMCTC of any of the insurance policies or coverages described in this Contract will not affect or limit any of SMCTC's rights under this Section, nor will the limits of any insurance limit the liability of Contractor hereunder. This Section will not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of the Contractor Information Section, above.
- C. Survival: The provisions of this section will survive any expiration or termination of this Contract.

**13. Equal Employment Opportunity.** During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: Contractor shall comply with all state, local, and federal anti-discrimination laws and regulations, including the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375, 12086, and 13672, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), referred to collectively as the "Regulations."
- B. Nondiscrimination: Contractor, with regards to the work performed by it after award and before completion of the work under this Contract, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by Contractor for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligation under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: Contractor shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the SMCTC to be pertinent to ascertain compliance

with the Regulations, orders and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the SMCTC, and shall set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of noncompliance by Contractor with the nondiscrimination provisions of this Contract, the SMCTC shall impose any sanctions it determines are appropriate including:
- (1) Withholding of payments to Contractor under this Contract until Contractor complies;
  - (2) Cancellation, termination, or suspension of this Contract, in whole or in part.
- F. Incorporation of Provisions: Contractor shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. SMCTC may direct Contractor to take specific actions to enforce these provisions, including sanctions for noncompliance; provided, however, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request that the SMCTC join such litigation to protect SMCTC's interests.
14. **Entire Agreement.** This Contract, including all Exhibits and documents referenced herein, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had before the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by SMCTC.
15. **Modification of Contract.** The Contractor shall take no direction from any SMCTC employee that changes the executed terms and conditions of the Contract, including Exhibit A, or any change that impacts the cost, price, or schedule, before receiving a written, signed modification to the Contract.
16. **Severability.** If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.
17. **Waiver.** Neither the SMCTC's acceptance of, or payment for, any Goods or Services, nor any waiver by either party of any default, breach or condition precedent, will be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach or condition precedent or any other right hereunder. No waiver will be effective unless it is in writing and signed by the waiving party.
18. **Governing Law.** This Contract shall be governed, construed and enforced in accordance with the laws of the State of California, except that the rule of interpretation in California Civil Code section 1654 will not apply. Venue of any litigation arising out of this Contract will lie exclusively in the state trial court

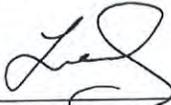
or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

19. **Assignment Prohibited.** The expertise and experience of Contractor are material considerations for this Contract. SMCTC has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Contractor under this Agreement. In recognition of this interest, Contractor shall not assign any right or obligation pursuant to this Contract without the written consent of the SMCTC. Any attempted or purported assignment without SMCTC's written consent shall be void and of no effect.
20. **Binding Effect.** This Contract is binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 24, above.
21. **Compliance with Laws.** The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished under the Contract, including the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.

Sacramento Metropolitan Cable Television  
Commission

By:   
Robert A. Davison  
Its: Executive Director  
Dated: 09/01/2020

The Atrium 916

By:   
Shira Lane  
Its: Founder/CEO  
Dated: Wednesday, August 26, 2020

Approved

By:   
Harriet A. Steiner, General Counsel



# 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

## FISCAL YEAR 2021-22 AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

**THIS AMENDMENT** is made and entered into this 9<sup>th</sup> day of JUNE 2021, amending that certain Agreement for Professional Services ("Agreement"), dated September 1, 2020, by and between the **SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION**, a Joint Powers Agency ("SMCTC"), and **ATRIUM 916**, a 501 (c)(3) Nonprofit Corporation ("Contractor").

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

1. Pursuant to Item 3 of Exhibit A (Scope of Services), SMCTC hereby exercises its option to extend the term of the Agreement for one year. As such, the Agreement shall expire on September 1, 2022 unless earlier terminated as otherwise provided in the Agreement.
2. Item 10.A of Exhibit D (General Conditions) is hereby deleted and of no further force or effect.
3. All other terms and conditions of the aforesaid Agreement shall remain in effect and unchanged.

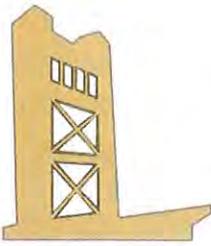
**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day, month, and year first stated above.

ATRIUM 916

  
\_\_\_\_\_  
Shira Lane, Executive Director

SACRAMENTO METROPOLITAN  
CABLE TELEVISION COMMISSION

  
\_\_\_\_\_  
Robert A. Davison, Executive Director



# SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

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## SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Second Amendment to Professional Services Agreement (“Amendment”) is made and entered into this 4th day of April, 2022 by and between the Sacramento Metropolitan Cable Television Commission, a joint powers agency (“Commission”) and Up Kindness, Inc. dba Atrium 916, a California nonprofit corporation (“Contractor”). Commission and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Amendment.

### Recitals

A. Commission and Contractor entered into the Professional Services Agreement on September 1, 2020, in which Contractor agreed to the Services as defined and set forth in the Agreement. The Professional Services Agreement was previously amended in that certain First Amendment (collectively, the “Agreement”).

B. The Parties wish to amend the Services as set forth in this Amendment.

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

1. **Exhibit A**. Exhibit A is amended in full to read as set forth in Attachment 1 to this Amendment, which is incorporated by reference.
2. Notwithstanding anything to the contrary in the Agreement, the Services shall be completed by June 30, 2023.
3. All other terms and conditions of the aforesaid Agreement shall remain in effect and unchanged. Contractor understands and agrees that its doing business name was inadvertently utilized as the party name in the Agreement.

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

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

UP KINDNESS, INC.

By: Robert Davison  
Robert A. Davison  
Executive Director

Digitally signed by Robert Davison  
DN: cn=Robert Davison, o=Sac Metro Cable TV  
Commission, ou=Email/Robert Davison/sacmetrocbale\_tv, email=rdavison@sacmetrocbale.tv  
Date: 2022.04.04 18:32:03 -0700

By:   
Its: CEO - Up Kindness, Inc DBA Atrium 916

ATTACHMENT 1

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SACRAMENTO METROPOLITAN CABLE TELEVISION CABLE COMMISSION

RAPID RESPONSE FOR THE CREATIVE ECONOMY PROJECT

Attachment 1 to Exhibit B

**Phase One: Foundation - \$25,000 (2 to 4 weeks)**

**Lump sum payment within 30 days of execution of Contract.**

General Purpose: To accomplish the tasks needs to be ready to initiate the launch the Project and begin solicitation of artists.

Typical Tasks

1. Reach out to stakeholders for broadcast or other requirements.
2. Build guidelines and infrastructure to accept submissions and maintain a database for reporting.
3. Prepare legal documents for acquisition of licensed content and talent releases from creatives, for Attorney review.
4. Purchase hardware to store media content.
5. Marketing and Outreach prep work throughout the County.
6. Create a video example or explanation on how to deliver good content.
7. Receive all necessary graphics and language from the Sacramento Metropolitan Cable Television Commission (SMCTC) staff to attribute project properly.

**THIS STAGE IS COMPLETE**

Project Update: We began receiving submissions before we requested the next phase of funding, because we wanted to ensure our approach would be successful. The content that was submitted through portals established, were not broadcast ready and would not have highlighted the Cable Commission, Sacramento, or our Creatives in the best light. We learned that we have a significant gap in media creation skills in the Sacramento region.

We see this is an opportunity to upgrade the production and upskill our creative sector. We are proposing a pivot in how we approach this project, a pivot that includes adding in work experience training.

Instead of working on 100 vignettes where each creative is responsible for their own filming, sound, set design, writing, lighting, hair, make-up, and delivery- which provided poor quality content submissions. We suggest a different learning approach, filming the whole program with broadcast approved 4K cameras and training our local creatives how to produce quality content on a green sustainable set. To achieve this, we highly recommend increasing participation of artists and creatives in each episode from 4 to 18 creatives. Some will be on camera and others behind the camera learning the production side. Doing it in this fashion will provide professional working experience in a welcoming environment. The number of episodes will go from 20 phone camera episodes to 6 high production 4K value. Creating a quality project with an opportunity to live beyond the Sacramento Region and promote Sacramento in the light we would like to see.



**Phase Two: Pre-Production & Production - \$65,000 Total (8 weeks March & April)**

Two lump sum payments upon receipt of invoice(s) from Atrium 916. The Invoice(s) must include an outline of work completed in Phase One and that the Project is ready to launch Phase Two.

A minimum of \$60,000 must be expended by Atrium 916 on payments to Artists as set forth in the proposal. The Phase Two-A payment shall not exceed \$30,000. The Phase Two-B payment shall be \$35,000 plus any amount not invoiced in Phase Two-A.

General Purpose: Pre-production, production and trainings of over 100 creatives for the TV series

**Phase Two-A – Invoice**

Invoice must include:

- Outline of work completed in Phase One
- A report that includes the diversified key personal to lead trainings and production.
- Production and Training plan

**Phase Two-A - Typical Tasks (March 2022)**

1. February & March – Pre-Production work
2. Marketing and communications on program pivot to creatives who have submitted.
3. Hire a qualified diverse team to direct and produce, willing to train.
4. Acquire Netflix approved 4K production equipment.
5. Re-do all contracts to adhere to new project approach
6. Develop learning objectives for trainings and work experience trainings
7. Location scouting, interviews writing sessions and project scheduling and management
8. Contract with 100 Sacramento County creatives.

**Phase Two-B – Invoice (April 2022)**

- A report of the 100 creatives hired for the project with zip codes from Sacramento County
- Summary of project progress and creative learning experiences.

**Phase Two-B - Typical Tasks**

1. Production and Filming of 6 episodes throughout the month of April
2. Work experience and re-cap trainings in between filming days
3. Payment to all creatives and trainees on the project (100) and review all documents.
4. Editing of the whole series will begin end of April early May



**Phase Three: Delivery - \$10,000**

**Phase three General Purpose** Complete programming and deliver final product to participating PEG channels and others (i.e. Non-profits). Deliver Project report to SMCTC.

**Up to \$5000 can be paid prior to the delivery of a Project Report to SMCTC and acceptance of the Report by SMCTC. Final payment will be made within 30 days of acceptance of the Report by SMCTC. Lump sum payment(s) will be made upon receipt of Invoices from Atrium 916. The Invoice for phase 3 A must include an outline of work completed in Phase Two, including contracts for creatives hired for the project, and payments to artists including amounts paid per artist. The Second Payment of \$5000 will be paid upon delivery of the Project Report and approval of the Report as complete by SMCTC and a sample of the programming created.**

**Phase Three A– Invoice for \$5,000 (May 2022)**

- Outline of work completed in Phase Two
- Contracts for creatives hired for the project
- List of payments to artists including amounts paid per artist

**Typical Tasks**

- Complete editing, graphics, music color corrections and sound sweetening.
- Acquire all necessary documentation not previously acquired for final delivery of content.
- Clearance attorney fees and E&O insurance required by law for broadcast.
- Create Teaser, Trailer and other marketing material for broadcast marketing of final product.
- Deliver final product to PEG channels or have date of delivery scheduled
- Deliver final product to local nonprofits or work nonlinear option with PEG channel.
- Online version shall be available for viewing on Atrium owned website.

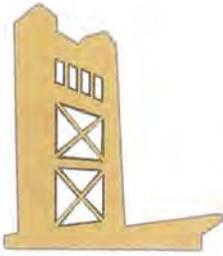
**Phase Three B– Invoice for \$5,000 (March 2023)**

- Delivery of Project Report and approval of the Report as complete by SMCTC and a sample of the programming created.

**Project Report**

The final Project Report shall, at a minimum, include the following:

1. The number of Artists who submitted material in original project scope.
2. Findings of original scope submissions with lessons learned that caused the pivot in approach of the project.
3. The number of Artists who participated in the final project, amounts paid to creatives and a map of all their locations across Sacramento region.
4. The number of episodes and the total minutes of content in each episode.
5. The PEG Channels that received the final product and known plans for cable casting. Where interested parties can view the on-line version and how long the final product will be available for online viewing.
6. A final accounting of funds expended on the Project with reference to the scope of work activities.



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## AGENDA ITEM NO. 7

**DATE:** June 2, 2022  
**TO:** Chair and Board of Directors  
**FROM:** Robert A. Davison, Executive Director  
**SUBJECT:** RESOLUTION NO. 2022-014, APPROVING A REVISED FIXED ASSETS DISPOSAL POLICY FOR THE SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

---

### RECOMMENDATION:

It is recommended the Board adopt Resolution No. 2022-014, Approving a Revised Fixed Assets Disposal Policy for the Sacramento Metropolitan Cable Television Commission (Commission).

### BACKGROUND:

The term “fixed assets” is used to describe capital assets used in the Commission’s operations that have a useful life beyond a single reporting period. In 2011, the Commission adopted a Fixed Assets Disposal Policy. Recently, the Commission Board had discussed providing an opportunity for channel licensees, local agencies, and schools with the opportunity to receive unused and obsolete equipment prior to disposal.

### DISCUSSION:

The proposed Revised Fixed Assets Disposal Policy provides an opportunity for Channel Licensees, IT staff of local agencies whose Board meetings are cablecast on Metro Cable 14, non-profit organizations, local public, charter, and private schools, and small businesses to claim unused and obsolete equipment prior to disposal. Available equipment will be posted on the Commission’s website and distributed on a first come/ first served basis. Recipients cannot accept equipment for resale. Any unclaimed equipment will be disposed of with the Commission’s normal surplus procedures.

Respectfully submitted,

---

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

### Attachments:

Resolution No. 2022-014  
Fixed Assets Disposal Policy (Revised June 2022)  
Acknowledgement of Receipt of Donated Surplus Equipment

**SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION**

**RESOLUTION NO. 2022-014**

**A RESOLUTION APPROVING A REVISED FIXED ASSETS DISPOSAL POLICY**

**WHEREAS**, the Sacramento Metropolitan Cable Television Commission (Commission) has adopted a Fixed Assets Disposal Policy to provide a process for the transfer and disposal of fixed assets; and

**WHEREAS**, the Commission wishes to revise the Policy to provide for the opportunity for channel licensees, member agencies, local non-profits, and others to receive unused and obsolete equipment prior to disposal.

**NOW, THEREFORE, BE IT RESOLVED**, that the Commission approves the Fixed Assets Disposal Policy, attached hereto as **Exhibit A** and incorporated herein by this reference.

On a motion by Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, the foregoing Resolution was passed and adopted at a regular meeting of the Sacramento Metropolitan Cable Television Commission this 2<sup>nd</sup> day of June, 2022, by the following vote, to wit:

AYES:

NOES:

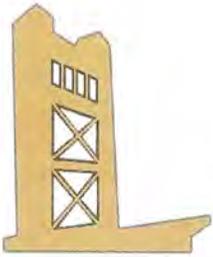
ABSTAIN:

ABSENT:

\_\_\_\_\_  
Chair

Attested by:

\_\_\_\_\_  
Clerk of the Board



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## EXHIBIT A

### FIXED ASSETS DISPOSAL POLICY (REVISED JUNE 2022)

Fixed Assets equipment that are no longer being used, obsolete, or beyond repair are to be disposed of through the submission of an Equipment Disposal/Transfer (EDT) form to the Sacramento Metropolitan Cable Television Commission (Commission) Administration Office. All fixed assets will remain on the originating Department's inventory until this process is completed.

The Production Director of Metro Cable or his/her Designee and the Commission's Administration Department Head or his/her Designee has the following responsibility:

1. Verifying the receipt of all new fixed asset property purchased by their respective department/unit;
2. Making certain that such property is recorded in an official inventory tracking system and that its movement is tracked by an EDT form until disposal;
3. Safeguarding the possession of all property within the department/unit;
4. All property tagged and/or costing \$5,000 or more are assign an inventory number and enter on the Commission's master property inventoried record.
5. In the event an item is lost or stolen, an EDT form must be complete for records retention.
6. The removal/disposal of any such asset from any department, transferring/moving to another department or to one of the Commission's member agencies; or other local government agencies or local entity must be recorded on the EDT form and submitted to the Administration Office.
7. Maintain and upkeep on an annual basis a record of inventoried and/or tagged property within the department.

#### **Donation of Surplus Property**

Prior to the annual surplus / disposal of equipment that are no longer used, of nominal value, and obsolete, Commission staff will prepare a list of equipment available for donation. The list will be disseminated to Channel Licensees, IT staff of local agencies whose Board meetings are cablecast on Metro Cable 14, non-profit organizations, local public, charter, private schools and small businesses in the region of the County of Sacramento. The list will also be posted on the Commission's website for 30 days.

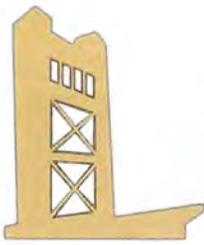
## Fixed Assets Disposal Policy (Revised June 2022)

### Page 2

- All items that can be donated will be available on a first-come, first-served basis.
- Organizations/recipients must complete an application form to acquire the Commission's donatable equipment.
- Staff will notify organizations/recipients within 15 days of receipt of an application if the application is not approved.
- Organizations/recipients must intend to use the donated equipment themselves and may not obtain surplus property for the purposes of selling.
- Organization/recipients are required to pick up the equipment within 15 days of staff's approval of its application.
- Organization/recipients are required to sign a form acknowledging receipt of equipment.
- Dependent on demand, Commission staff has the discretion to limit the quantity of equipment donated to one same agency.
- Items not picked up within the 15-day period will be surplus as part of the Commission's annual surplus run.

### Disposal of Property

An EDT form is to be completed and forward to the Administration Office for all remaining fixed assets not donated/donatable. Disposal of equipment shall be accomplished as required by law (i.e., as appropriate, the surplus property rules will apply to disposal) to the County of Sacramento's Department of General Services Support Services (Surplus Property Division).



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## EQUIPMENT DISPOSAL / TRANSFER FORM

Department Name:				Surplus Date:	
Purchase Order # (if any):		Purchase Date:		Purchase Cost:	
Brand/Make:			Model #:		
Serial #:			Asset Tag #:		
Description of Property:					
<input type="checkbox"/> Beyond Repair <input type="checkbox"/> Loan <input type="checkbox"/> Not Needed <input type="checkbox"/> Not Working <input type="checkbox"/> Obsolete <input type="checkbox"/> Other (Explain)					
Additional Details:					
Form Completed By (Print Name)		Signature		Date	

By my signature as the Department Head, I represent that the above information is true and correct to the best of my knowledge.

\_\_\_\_\_  
Department Head (Print Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director (Print Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fixed Assets Reconciled By (Print Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





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## AGENDA ITEM NO. 8

**DATE:** June 2, 2022  
**TO:** Chair and Board of Directors  
**FROM:** Robert A. Davison, Executive Director  
**SUBJECT:** ELECT A CHAIR AND VICE-CHAIR FOR FISCAL YEAR 2022-23

---

### **RECOMMENDATION:**

It is recommended the Board elect a Chair and a Vice-Chair for Fiscal Year 2022-23.

### **BACKGROUND/DISCUSSION:**

The Commission's By-Laws state the Board of Directors shall annually elect its Chairperson (at its annual June Budget Hearing/meeting). 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 is to preside at said meetings and shall perform all the duties of the Chair.

With the retirement of Chair Steven Detrick from Elk Grove's City Council in December 2020, Vice Chair Matt Hedges performed the duties of the Chair, until a new Chair was elected for the remainder of Fiscal Year 2020-21.

At the March 4, 2021 Board meeting – Vice Chair Matt Hedges was elected to serve as Chair for the remainder of Fiscal Year 2020-21; with Director Garrett Gatewood elected as Vice Chair.

At the June 3, 2021 Board meeting, Matt Hedges was elected to continue to serve as Chair in Fiscal Year 2021-22, and Director Gatewood was re-elected to serve as Vice-Chair in that fiscal year.

### **RECOMMENDATION:**

At this time, it is recommended the Board elect a Chair and Vice Chair for Fiscal Year 2022-23.

Respectfully submitted,

---

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

Attachment:  
Chair/Vice-Chair History (April 1982 - June 2022)

**SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION**

**CHAIR / VICE-CHAIR HISTORY**

(1982 - JUNE 2022)

Date Nominated	CHAIR		VICE CHAIR	
	Jurisdiction	Name	Jurisdiction	Name
June 2021	Sac County	Matthew Hedges	Rancho Cordova	Garrett Gatewood
March 2021***	Sac County	Matthew Hedges	Rancho Cordova	Garrett Gatewood
June 2020	Elk Grove	Steve Detrick	Sac County	Matthew Hedges
June 2019	Elk Grove	Steve Detrick	Sac County	Matthew Hedges
June 2018	Elk Grove	Steve Detrick	Sac County	Matthew Hedges
July 2017	Elk Grove	Steve Detrick	Sac County	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	Roberta 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



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## AGENDA ITEM NO. 9

**DATE:** June 2, 2022  
**TO:** Chair and Board of Directors  
**FROM:** Robert A. Davison, Executive Director  
**SUBJECT:** GENERAL ADMINISTRATION REPORT

---

### RECOMMENDATION:

It is recommended the Board receive verbal reports from staff regarding Commission matters:

1. Assembly Bill 2635 (High Definition PEG Channels)
2. Assembly Bill 2748 (Telecommunications: Digital Equity in Video Franchising Act of 2022)
3. SMCTC Ordinance for Amended and Restated JPA
4. Part-time Executive Director Recruitment
5. City of Rancho Cordova – Population Figure as of January 1, 2022 (DOF Website)
6. Records Control Services Proposal for Design of Records Retention Policy/Schedule(s)
7. Occu-Med Proposal for Employment Medical Programs and Services

Respectfully submitted,

---

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



# SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

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AGENDA ITEM NO. 10

**DATE:** June 2, 2022  
**TO:** Chair and Board of Directors  
**FROM:** Robert A. Davison, Executive Director  
**SUBJECT:** CHANNEL LICENSEE REPORTS

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**RECOMMENDATION:**

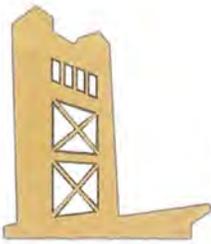
It is recommended the Board receive and file reports and comments, if any, from the representatives of the following Channel Licensees:

- A) Access Sacramento
- B) Capital Public Radio
- C) KVIE, Inc.
- D) SacFaith TV
- E) Sacramento Educational Cable Consortium

Respectfully submitted,

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



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AGENDA ITEM NO. 11

**DATE:** June 2, 2022  
**TO:** Chair and Board of Directors  
**FROM:** Robert A. Davison, Executive Director  
**SUBJECT:** STATE FRANCHISEE REPORTS

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**RECOMMENDATION:**

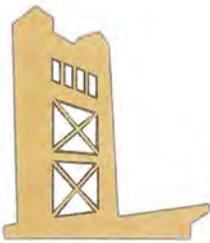
It is recommended the Board receive and file reports and comments, if any, submitted from representatives of the following state franchisees:

- A) AT&T
- B) Comcast
- C) Consolidated Communications, Inc.

Respectfully submitted,

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



# SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

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## AGENDA ITEM NO. 12

**DATE:** June 2, 2022  
**TO:** Chair and Board of Directors  
**FROM:** Robert A. Davison, Executive Director  
**SUBJECT:** PUBLIC COMMENTS

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### **RECOMMENDATION:**

It is recommended the Board receive comments from the public on matters that are not on the agenda.

Respectfully submitted,

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