



SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

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

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

A G E N D A

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION REGULAR BOARD MEETING

(Board Members may participate via teleconference.)

THURSDAY, JUNE 4, 2020 - 2:30 p.m.

ADJOURNMENT TO THURSDAY, JUNE 18, 2020 – 2:30 p.m.

AMENDMENT TO ADJOURNMENT - THURSDAY, JUNE 18, 2020 – from 2:30 p.m. to 1:30 p.m.

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

ANNOUNCEMENT

In compliance with directives of the County, State, and Centers for Disease (CDC) Control and Prevention, this meeting is livestreamed and **closed to the public**. ***In-person attendance by the public will not be permitted.*** Temporary procedures are subject to change pursuant to guidelines related to social distancing and minimizing person-to-person contact.

Members of the public are encouraged to submit public written comments or video comments electronically. Public comments will be distributed to members of the Commission and filed in the meeting record. Written comments will be read during the agenda item that the comment is related to, subject to a 3-minute limitation, except as provided below. If more than twenty written comments are received on any item, the Clerk may summarize the general nature of the comments and read the summary into the record. Video submissions will be shown during the meeting limited to the first ten video submissions. Video submissions may not exceed 5 minutes in length.

How to Submit Written Comments and Videos

Written comments can be emailed to liuk@saccounty.net by **5:00 p.m., Wednesday, June 17, 2020**. Include the agenda item number – provide your first and last name; and organization you belong to, if any. Video submissions may be delivered to the Commission Clerk electronically to liuk@saccounty.net in the following formats – MP4, MOV, MPG, WMV. DVD submissions must be delivered to the Commission at 799 Street, 4th Floor, Sacramento, CA. 95814 by **5:00 p.m., Wednesday, June 17, 2020**.

How to view a meeting

The meeting is recorded and cablecast live on Metro Cable 14 on the Comcast, Consolidated Communication, and AT&T U-Verse systems and streamed/webcast live at <http://metro14live.saccounty.net>. It is closed captioned for hearing impaired viewers. There will be a rebroadcast of this meeting on Saturday, **June 20, 2020** at Noon and Sunday, **June 21, 2020** at 9:00 a.m.

How to access meeting material

The online version of the agenda and associated material is available at www.sacmetro cable.tv. Some documents may not be posted online because of size or format (maps, site plans, and renderings). Contact the Cable Commission's Administration Office at (916) 874-6662 to obtain copies of documents.

How to request an accommodation

Requests for accommodations pursuant to the Americans with Disabilities Act (ADA) should be made with the Clerk of the Board by telephone at (916) 874-6662 (voice) or SacMetro@saccounty.net (e-mail) 24 hours prior to the meeting.

CALL TO ORDER

- A) Roll Call
- B) Pledge of Allegiance

ITEM NO. 1) CONFERENCE WITH LEGAL COUNSEL

- A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Name of Case: SMCTC v. Comcast Cable Communications Management, LLC
Case No. 2:18-CV-00500
- B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Name of Case: SMCTC v. Comcast Cable Communications Management, LLC
Case No. 2:18-AT-00694
- C. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Name of Case: Anne Arundel, Sacramento Metropolitan Cable Television Commission, et al v. United States and FCC
Case No. 19-44165 (Anne Arundel et al.) Consolidated with other cases in the Sixth Circuit Court of Appeal: Lead Case: Eugene Oregon v. US, 19-4161

Action:

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

ITEM NO. 2) FISCAL YEAR 2020-21 GENERAL FUND AND PEG FEE FUND PROPOSED BUDGETS

Action:

Approve the Fiscal Year 2020-21 General Fund (094A) and PEG Fee Fund (094B) Proposed Budgets to include the following Resolutions, Exhibits, and Agreements included with the Proposed Budgets Staff Report:

Note: For this item only, Channel Licensees and Member Agencies may submit comments not to exceed 5 minutes in length.

- Resolution No. 2020-001, Adopting the Fiscal Year 2020-21 Proposed General Fund (094A) Budget (Attachment 1)
- Resolution No. 2020-002, Adopting the Fiscal Year 2020-21 Proposed PEG Fee Fund (094B) Budget (Attachment 2)
- Fiscal Years 2019-20 Budgeted/Year-end Estimates and 2020-21 Proposed General Fund Budget (Exhibit 1)
- Fiscal Years 2019-20 Budgeted/Year-end Estimates and 2020-21 Proposed PEG Fee Fund Budget (Exhibit 2)
- Resolution No. 2020-003, Approving an Amendment to the Commission Legal Counsel Services Retainer Agreement (Attachment 3)
- Amendment to Legal Counsel Services Retainer Agreement (Attachment 4)
- Resolution No. 2020-004, Approving the Fiscal Year 2020-21 Pro-Forma Annual Funding and Performance Agreement for the Channel Licensees and Authorizing Execution of these Agreements for the Individual Channel Licensees (for Operations & PEG Facility/Equipment Bases) – (Attachment 5)
- Fiscal Year 2020-21 Pro Forma Annual Funding & Performance Agreement for Channel Licensee (Initial Allocation) - (Attachment 6)
- Fiscal Year 2020-21 Annual Performance Agreement for Interfaith Council of Greater Sacramento DBA Sacramento Faith TV (Attachment 7)
- Resolution No. 2020-005, Approving an Amendment to the Closed Captioning Services Agreement with Aberdeen Captioning, Inc. (Attachment 8)
- Amendment to Closed Captioning Services Agreement with Aberdeen Captioning, Inc. (Attachment 9)
- Fiscal Year 2020-21 Proposed Staffing (Attachment 10)
- Fiscal Year 2020-21 Operations & PEG Fee Base Funding Requests – Channel Licensees (Attachments 11-14)

ITEM NO. 3) COVID-19 EDUCATION RAPID RESPONSE PROPOSAL (ATRIUM 916)

Action:

Approve an amount up to \$100,000 but only to the extent that the City of Sacramento (City) provides or procures matching funds, on a dollar for dollar basis; and that the grant is subject to execution of an agreement between Atrium 916 and the Commission, or a MOU between the Commission and the City of Sacramento, approved by Commission Legal Counsel and executed by the Executive Director that is consistent with the terms sets forth in the staff report and the COVID-19 Education Rapid Response Proposal.

ITEM NO. 4) RESOLUTION NO. 2020-006, APPROVING THE TENTH AMENDMENT TO THE LICENSE AND OPERATIONS AGREEMENT PERTAINING TO USE OF COMMUNITY PROGRAMMING CHANNEL(S)

Action:

Adopt Resolution No. 2020-006, Approving the Tenth Amendment to the License and Operations Agreement Pertaining to use of Community Programming Channel(s), with an amended term ending June 30, 2021.

ITEM NO. 5) REVIEW OF FRANCHISE & PEG FEES REMITTED BY AT&T, INC. FOR CALENDAR YEARS 2018 AND 2019.

Action:

Receive and file the review of franchise & PEG fees remitted by AT&T, Inc. for Calendar Years 2018 and 2019.

ITEM NO. 6) CALENDAR YEAR 2020 INVESTMENT POLICY FOR THE POOLED INVESTMENT FUND

Action:

Receive and file the County of Sacramento's Calendar Year 2020 Investment Policy for the Pooled Investment Fund.

ITEM NO. 7) CHAIR AND VICE-CHAIR ELECTION

Action:

Elect a Chair and Vice-Chair for Fiscal Year 2020-21.

ITEM NO. 8) GENERAL ADMINISTRATION REPORT

Action:

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

- a) AT&T Custom PEG Solution Settlement Agreement – Extension to provide U-Verse Channel (14) for Sacramento Metropolitan Cable Television Commission's (SMCTC) seven local community channels, in accordance with DIVCA - for an additional four years (March 1, 2020 to February 29, 2024)
- b) FCC In-kind Proceeding – Update
- c) SMCTC COVID-19 Response
- d) Families First Coronavirus Response Act
- e) Lactation Accommodation Policy
- f) CPS Human Resources Consultant Services Agreement
- g) SMCTC - Sunset in 2024
- h) SACOG Population Count for the City of Folsom

ITEM NO. 8) GENERAL ADMINISTRATION REPORT (Continued)

- i) Metro Cable 14 YouTube Page – Replay of Local Government Agency Meetings
- j) Quarterly Meetings for the Remainder of CY 2020

ITEM NO. 9) CHANNEL LICENSEE REPORTS

Action:

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

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

ITEM NO. 10) STATE FRANCHISEE REPORTS

Action:

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

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

ITEM NO. 11) PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

ADJOURNMENT



SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

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AGENDA ITEM NO. 1

DATE: June 18, 2020
TO: Chair and Board of Directors
FROM: Robert A. Davison, Executive Director
SUBJECT: CONFERENCE WITH LEGAL COUNSEL

RECOMMENDATION:

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

- A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Name of Case: SMCTC v. Comcast Cable Communications Management, LLC
Case No. 2:18-CV-00500
- B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
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- C. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
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v. United States and FCC
Case No. 19-44165 (Anne Arundel et al.) Consolidated with other cases in the Sixth Circuit
Court of Appeal - Lead case: Eugene Oregon v. US, 19-4161

Respectfully submitted,

Digitally signed by Robert A. Davison
Date: 2020.06.05 12:08:16 -07'00'

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



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

AGENDA ITEM NO. 2

DATE: June 18, 2020

TO: Chair and Board of Directors

FROM: Robert A. Davison, Executive Director

SUBJECT: FISCAL YEAR 2020-21 GENERAL FUND AND PEG FEE FUND PROPOSED BUDGETS

RECOMMENDATION:

It is recommended the Board approve the Fiscal Year 2020-21 General Fund (094A) and PEG Fee Fund (094B) Proposed Budgets, to include the following Resolutions, as well as the following Exhibits and Agreements included in this budget staff report:

- Resolution No. 2020-001, Adopting the Fiscal Year 2020-21 Proposed General Fund (094A) Budget (Attachment 1);
- Resolution No. 2020-002, Adopting the Fiscal Year 2020-21 Proposed PEG Fee Fund (094B) Budget (Attachment 2);
- Fiscal Year 2019-20 Budgeted/Year-end Estimates and Fiscal Year 2020-21 Proposed General Fund Budget (Exhibit 1);
- Fiscal Year 2019-20 Budgeted/Year-end Estimates and Fiscal Year 2020-21 Proposed PEG Fee Fund Budget (Exhibit 2);
- Resolution No. 2020-003, Approving an Amendment to the Commission Legal Counsel Services Retainer Agreement (Attachment 3);
- Amendment to Legal Counsel Services Retainer Agreement (Attachment 4);
- Resolution No. 2020-004, Approving the Fiscal Year 2020-21 Pro-Forma Annual Funding and Performance Agreement for the Channel Licensees and Authorizing Execution of these Agreements for the Individual Channel Licensees (for Operations & PEG Facility/Equipment Bases) – (Attachment 5)
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- Fiscal Year 2020-21 Annual Performance Agreement for Interfaith Council of Greater Sacramento DBA Sacramento Faith TV (Attachment 7);
- Resolution No. 2020-005, Approving an Amendment to the Closed Captioning Services Agreement with Aberdeen Captioning, Inc. (Attachment 8);
- Amendment to Closed Captioning Services Agreement w/Aberdeen Captioning, Inc. (Attachment 9)
- Fiscal Year 2020-21 Proposed Staffing (Attachment 10);
- Fiscal Year 2020-21 Operations & PEG Fee Base Funding Requests – Channel Licensees (Attachments 11-14).

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Fiscal Year 2020-21 General Fund and PEG Fee Fund Proposed Budgets

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BACKGROUND/DISCUSSION:

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

The General Fund (094A) Budget funds the operations of the two divisions of the Commission – Administration & 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 2020-21 Proposed PEG Fee Fund (094B) funds the PEG facilities and equipment **bases** for the Commission channel licensees and equipment needed for the operations of Metro Cable. The proposed budget does not include PEG fee funding for PEG projects, as the call for funding for Fiscal Year 2020-21 was deferred to July 2020 due to the coronavirus (COVID-19) pandemic.

The Fiscal Year 2020-21 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 2020-21 GENERAL FUND BUDGET (094A)

The Fiscal Year 2020-21 Budget for the General Fund (094A) proposes \$12.6M in expenditures to be funded with \$12M of projected Franchise Fee revenue plus miscellaneous revenue, along with \$500,882 of carryover funds from Fiscal Year 2019-20.

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

COMPONENT 1 – ADMINISTRATION AND REGULATION

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

- the part-time Executive Director serves at the pleasure of the Commission;
- an Administrative Services Officer III;
- an Administrative Services Officer I;

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Fiscal Year 2020-21 General Fund and PEG Fee Fund Proposed Budgets

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- a Senior Office Specialist (Confidential); and
- a Senior Office Assistant.

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

A 2% COLA was granted in Fiscal Year 2020-21 for most of the County positions that the Commission's positions are aligned with – which includes the ASO III, ASO I, and the Sr. Office Assistant positions. A 4.5% COLA/Equity Adjustment was granted for the Sr. Office Specialist, Confidential position.

Administration and Regulation Highlights:

- CalPERS Unfunded Retirement Obligations - \$500,000 (per Board approval at March 7, 2019 meeting)
- Closed Captioning - \$100,000
- County DTech & IT Services - \$106,201
- Legal Counsel Services - \$200,000
- Other Professional Services - \$171,500
- Prior Year's Audit Adjustment (Fiscal Year 2017-18 & 2018-19) - \$310,000
- Reserves - \$150,000 (Per Board approved policy, an amount is to be set aside each year to reach the targeted minimum balance of \$1.5 million; the current Reserve balance is \$1.4M)

COMPONENT 2 – CLOSED CAPTIONING

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

COMPONENT 3 – METRO CABLE

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

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

Metro Cable staff operates Metro Cable 14 and is responsible for cablecasting local government meetings and providing gavel-to-gavel coverage of meetings held by the Cable Commission's 7 member agencies, 15 other agencies, and the Board meetings of the Cable Commission.

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 operates five of the Commission's seven PEG

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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 Tenth Amendment to the Channel Licensee's Licensee & Operations Agreements, which extend each of the Agreements through June 30, 2021.

At this time, the Fiscal Year 2020-21 Proposed PEG Fee Fund Budget does not include funding for PEG fee funded projects as the call for funding for Fiscal Year 2020-21 was deferred to July 2020 due to the Coronavirus (COVID-19) pandemic. The Proposed Fiscal Year 2020-21 Budget, as presented, includes funding for the **bases** for Channel Licensees' operations and PEG facilities and equipment.

The following table identifies the proposed General Fund funding for Channel Licensees' Operations Base in Fiscal Year 2020-21, which includes:

- a 2% COLA, which continues the practice of aligning the Channel Licensees' COLA to the same general COLA and salary adjustment that the County of Sacramento approves for its positions that are tied to the Commission's positions; and
- 2.54% COLA for annual minimum wage adjustments based on the minimum wage rates posted at the Department of Industrial Relations website, along with associated federal and state payroll taxes, to include Social Security, Medicare, State Disability, and Workers Compensation costs.

SECC requested an additional \$70,000 for its operations in Fiscal Year 2019-20 which the Board approved. The proposed General Fund for FY 2020-21 includes funding for that line item, along with a 4.54% COLA.

GENERAL FUND (094A)		
CHANNEL LICENSEES – OPERATIONS BASE		
Description	FY 2019-20 Funding (with 3.45% COLA)	FY 2020-21 Proposed Funding (with 4.54% COLA)
ACCESS SACRAMENTO		
Operations Base	\$521,135	\$544,795
Hometown TV	\$67,790	\$70,868
Game of the Week	\$58,979	\$61,657
ACCESS SACRAMENTO TOTAL	\$647,904	\$677,319
CAPITAL PUBLIC RADIO (CPR)		
Operations Base	\$23,439	\$24,503
Equipment	\$8,996	\$0
CAPITAL PUBLIC RADIO TOTAL	\$32,435	\$24,503
PBS KVIE		
Operations Base	\$256,357	\$267,996
PBS KVIE TOTAL	\$256,357	\$267,996
SACRAMENTO EDUCATIONAL CABLE CONSORTIUM (SECC)		
SECC Operations Base	\$333,411	\$348,548
SECC Staffing	\$70,000	\$73,178
BESTNet Operations Base	\$73,279	\$76,606
SECC TOTAL	\$476,690	\$498,332
TOTAL	\$1,413,386	\$1,468,149

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 2019-20 actual revenue distribution as outlined below will be issued to the member agencies by the end the current fiscal year.

The franchise fees received in Fiscal Year 2019-20 exceeded what was budgeted by \$559,085. In addition, as a result of an audit performed by Ashpaugh & Sculco of AT&T (Calendar Years 2018 & 2019) – the franchise fee revenue includes \$43,682 of **underpayment** in franchise fees due to the Commission for the period audited.

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

NOTE: Folsom's population as of January 1, 2020 has surpassed 80,000 – the threshold which allows them to appoint a Councilmember to the Commission Board. Staff will present a staff report at the next quarterly meeting scheduled for September 3, 2020 to discuss this matter.

Franchise Fee revenue from the cable companies continues to decline, but at a lesser rate than in previous years. For 2019, franchise fees received from cable companies was reduced by 4.9% from the previous year (Comcast - 0.85%; Consolidated - 11.49%; and AT&T- 28.63%).

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

GENERAL FUND (094A)					
FRANCHISE FEE REVENUE DISTRIBUTION TO MEMBER AGENCIES					
MEMBER AGENCY	FY 2019-20 Budgeted	FY 2019-20 Actual	Population as of January 1, 2020 (Dept. of Finance)	Population Percentage	FY 2020-21 Proposed
Citrus Heights	\$525,735	\$552,576	87,811	5.649%	\$461,709
Elk Grove	\$1,038,550	\$1,108,500	176,154	11.332%	\$926,214
Folsom	\$476,411	\$513,554	81,610	5.250%	\$429,104
Galt	\$158,077	\$162,662	25,849	1.663%	\$135,908
Rancho Cordova	\$444,430	\$493,235	78,381	5.042%	\$412,126
Sacramento	\$3,032,679	\$3,215,180	510,931	32.867%	\$2,686,465
Sacramento County	\$3,547,374	\$3,736,664	593,801	38.198%	\$3,122,194
TOTAL	\$9,223,286	\$9,782,371	1,554,537	100.00%	\$8,173,720

The Fiscal Year 2019-20 actual revenue distribution which will be distributed to Member Agencies at the end of June 2019 is \$9,782,371 - which is an increase of \$559,085 over the budgeted amount of \$9,223,286.

NOTE: \$43,682 of the \$559,085 is an underpayment finding resulting from AT&T's CYs 2018 & 2019 audit performed by Ashpaugh & Sculco.

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Fiscal Year 2020-21 General Fund and PEG Fee Fund Proposed Budgets

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The proposed Fiscal Year 2020-21 revenue distribution of \$8.17M is based on \$12M of anticipated franchise fee revenue, will be distributed in June 2021, to include adjustments based on actual franchise fee revenue received at that time.

FISCAL YEAR 2020-21 PEG FEE FUND BUDGET (094B)

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

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

DISCUSSION/ANALYSIS:

The proposed Fiscal Year 2020-21 PEG Fee Budget is based on \$2.4M of PEG Fee revenue, with expenditures of \$4.3M. The budget includes an estimated \$1.87M of carry over PEG funds from Fiscal Year 2019-20.

The Commission's Member Agencies and Channel Licensees were informed that the call for funding process for available funding for PEG facilities and equipment will be deferred until July 2020 due to the Coronavirus (COVID-19) pandemic.

Therefore, staff recommends the Board approve, as to form, the FY 2020-21 Prof Forma Funding Agreement which includes funding for the facilities/equipment bases for the channel licensees, as well as rent, and authorize the Executive Director to prepare and modify the Agreement as needed based on the funding amounts approved.

It is important to note that the Fiscal Year 2019-20 PEG Fee funding approved for PEG projects for three of the seven member agencies will not be completed by the end of the current fiscal year; therefore those approved funding amounts are included as part of the Fiscal Year 2020-21 Proposed PEG Fee Fund Budget. In addition, the funding for Metro Cable includes \$30,000 for facilities/equipment needed during the coronavirus (COVID-19) pandemic; \$5,000 for laptops for member agency control rooms; \$35,000 for a replacement van; and \$45,000 for a control room for Regional Transit (RT). With the control room at RT, staff will no longer need to use the one-ton van currently leased for remote shoots. It is proposed that a new smaller minivan be purchased along with necessary equipment for a much smaller "flight pack" for cablecasting remote meetings and events.

Proposed PEG Fee Funding for Channel Licensees

As outlined above, the PEG fee funding proposed for Channel Licensees is for their facilities/equipment bases which includes a 4.54% COLA. The funding proposed for Channel Licensees also includes rent. Staff reviewed the Channel Licensees' funding requests (Attachments 11-14) to insure all requests were in line with the definition of expenditures that may be funded by the PEG fees.

The proposed Fiscal Year 2020-21 PEG Fee funding for Channel Licensees includes a 4.54% COLA (County approved 2% COLA) plus 2.54% COLA for minimum wage and associated payroll costs to their Capital Equipment/Facilities Base.

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The Proposed Fiscal Year 2020-1 PEG Fee Fund Budget does not include funding for BESTNet III as SECC closed out the BESTNet project in FY 2019-20. A MOU between the Commission, SECC, and Comcast will be forthcoming to your Board at the September 3, 2020 meeting regarding the continued maintenance of BESTNet.

PEG FEE FUND (094B)		
Proposed PEG Fee Funding – Channel Licensees		
Channel Licensee	Fiscal Year 2019-20 Funding	Fiscal Year 2020-21 Proposed Funding
Access Sacramento – Facilities/Equipment Base	\$103,896	\$108,592
Access Sacramento – Coloma Center Rent	\$11,716	\$11,716
SECC – Facilities/Equipment Base	\$11,882	\$12,419
SECC – Rent	\$44,538	\$44,538
PEG FEE FUNDING TOTAL FOR CHANNEL LICENSEES	\$172,032	\$177,265

Proposed PEG Fee Funding for Metro Cable

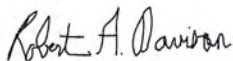
The proposed PEG Fee funding as follows, is to fund facilities and equipment needs for Metro Cable 14.

PEG FEE FUND – METRO CABLE	
Description	Fiscal Year 2020-21 Proposed Funding
COVID-19 Equipment/Facilities	\$30,000
Laptop for Member Agency Control Rooms	\$5,000
Mini-Van (to replace current 1-Ton Van)	\$35,000
Regional Transit Control Room	\$45,000
PEG FEE FUNDING TOTAL FOR METRO CABLE	\$115,000

RECOMMENDATION:

It is recommended the Board approve the Fiscal Year 2020-21 General Fund (094A) and PEG Fee Fund (094B) Proposed Budgets, to include the adoption of Resolution Nos. 2020-001 through 2020-005, along with the approval of all exhibits and agreements included in this staff report.

Respectfully submitted,



Digitally signed by Robert A. Davison
Date: 2020.06.05 23:27:55 -07'00'

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

Agenda Item 2

Fiscal Year 2020-21 General Fund and PEG Fee Fund Proposed Budgets

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Attachments:

- Resolution No. 2020-001, Adopting the Fiscal Year 2020-21 Proposed General Fund (094A) Budget (Attachment 1);
- Resolution No. 2020-002, Adopting the Fiscal Year 2020-21 Proposed PEG Fee Fund (094B) Budget (Attachment 2);
- Fiscal Year 2019-20 Budgeted/Year-end Estimates and Fiscal Year 2020-21 Proposed General Fund Budget (Exhibit 1);
- Fiscal Year 2019-20 Budgeted/Year-end Estimates and Fiscal Year 2020-21 Proposed PEG Fee Fund Budget (Exhibit 2);
- Resolution No. 2020-003, Approving an Amendment to the Commission Legal Counsel Services Retainer Agreement (Attachment 3);
- Amendment to Legal Counsel Services Retainer Agreement (Attachment 4);
- Resolution No. 2020-004, Approving the Fiscal Year 2020-21 Pro-Forma Annual Funding and Performance Agreement for the Channel Licensees and Authorizing Execution of these Agreements for the Individual Channel Licensees (for Operations & PEG Facility/Equipment Bases) – (Attachment 5)
- Fiscal Year 2020-21 Pro Forma Annual Funding & Performance Agreement for Channel Licensee (Initial Allocation) - (Attachment 6);
- Fiscal Year 2020-21 Annual Performance Agreement for Interfaith Council of Greater Sacramento DBA Sacramento Faith TV (Attachment 7);
- Resolution No. 2020-005, Approving an Amendment to the Closed Captioning Services Agreement with Aberdeen Captioning, Inc. (Attachment 8);
- Amendment to Closed Captioning Services Agreement w/Aberdeen Captioning, Inc. (Attachment 9)
- Fiscal Year 2020-21 Proposed Staffing (Attachment 10);
- Fiscal Year 2020-21 Operations & PEG Fee Base Funding Requests – Channel Licensees (Attachments 11-14).

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

RESOLUTION NO. 2020-001

**A RESOLUTION ADOPTING THE FISCAL YEAR 2020-21
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 2020-21 were made.

THEREFORE, IT IS HEREBY RESOLVED in accordance with Section 29089 of the Government Code, the proposed budget for Fiscal Year 2020-21 for the General Fund (094A) is hereby adopted in accordance with the following:

Salaries and Employee Benefits (Object 10)	\$1,498,911
Services and Supplies (Object 20)	\$806,166
OPEB Expense (Object 30)	\$80,436
Channel Licensees – Operations (Object 30)	\$1,468,149
Depreciation Expense - Audit (Object 30)	\$2,500
County Wide Cost Allocation – A87 (Object 30)	\$6,000
Revenue Distribution – Member Agencies (Object 30)	\$8,173,720
Sacramento – COVID 19 Education Rapid Response Proposal (Object 30)	\$100,000
O/C – Prior Years’ Audit Adjustment (Object 30)	\$310,000
Fund Balance Reserve	\$150,000
Equipment – Fixed Assets (Object 40)	\$2,500
Bonded Debt Services (Object 50)	\$2,500
Contingency Appropriation – Operations (Object 70)	\$10,000
FISCAL YEAR 2020-21 PROPOSED GENERAL FUND BUDGET TOTAL	\$12,610,882

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

FURTHER BE IT RESOLVED AND ORDERED that the Budget be and is hereby adopted in accordance with the listed attachments in the Fiscal Year 2020-21 Budget Staff Report, which show in detail the approved appropriations, revenues and methods of financing, authorized positions, attached hereto and by reference made a part hereof.

FURTHER BE IT RESOLVED AND ORDERED that COLAs, equity/salary adjustments, and universal salary increases for contract and non-contract employees, if any, are authorized at the same level as approved by the Board of Supervisors for represented management, clerical, and technical employees of the County of Sacramento.

FURTHER BE IT RESOLVED AND ORDERED that the Channel Licensee Annual Funding and Performance Pro Forma Agreement with Channel Licensees – Access Sacramento, Capital Public Radio, PBS 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 2019-20 Budget amends and authorizes the FY 2019-20 revenue distribution of \$9,782,371 to the Commission's member jurisdictions to be issued in June 2020.

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 18th day of June 2020, 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. 2020-002

A RESOLUTION ADOPTING THE FISCAL YEAR 2020-21
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 2020-21 were made.

THEREFORE, IT IS HEREBY RESOLVED in accordance with Section 29089 of the Government Code, the proposed budget for Fiscal Year 2020-21 for the PEG Fee Fund (094B) is hereby adopted in accordance with the following:

Member Agency Facilities/Equipment (Object 20)	\$711,034
Board of Equalization Audit - Sales Tax Adjustment (Object 20)	\$25
Channel Licensees – Facilities/Equipment Base (Object 30)	\$177,265
O/C – Prior Year’s Expense (Object 30)	\$20,024
Equipment – Fixed Assets - Metro Cable Projects (Object 40)	\$115,000
Fund Balance Reserve (Object 70)	\$200,000
Contingency Appropriation (Object 70)	\$3,079,159
FISCAL YEAR 2020-21 PROPOSED PEG FEE FUND BUDGET TOTAL *	\$4,302,507
*The Fiscal Year 2020-21 Proposed PEG Fee Fund Budget does not include PEG projects since the call for funding for PEG fee funding was deferred for July 2020 due to the COVID-19.	

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 2020-21 PEG Fee Fund Budget is hereby adopted in accordance with the attachments in the Fiscal Year 2020-21 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 18th day of June 2020, by the following vote, to wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST:

Clerk to the Board

Steven M. Detrick, Chair of the Board

EXHIBIT 1
GENERAL FUND (094A) BUDGET
Fiscal Year 2019-20 Budgeted/Year-end Estimates and Fiscal Year 2020-21 Proposed General Fund Budget

	G/L #	FY 2019-20 Budget	FY 2019-20 Actuals (@ Period 10)	FY 2019-20 ESTIMATED ACTUALS	FY 2020-21 PROPOSED BUDGET
REVENUE					
Interest Income	94941000	\$150,000	\$59,699	\$75,000	\$100,000
Cable TV Franchise Fees	97978100	\$12,200,000	\$10,116,360	\$12,759,085	\$12,000,000
Cable TV Franchise Fees - AT&T CYs 2018 & 2019 Audit Finding (Underpayment Check)	97978100	\$0	\$43,682	\$43,682	\$0
Miscellaneous Other Revenue	97979000	\$10,000	\$13,035	\$13,035	\$10,000
REVENUE ACCOUNTS TOTAL		\$12,360,000	\$10,232,776	\$12,890,802	\$12,110,000
Fund Balance / Carry Forward		\$810,092	\$810,092	\$810,092	\$500,882
GRAND REVENUE TOTAL		\$13,170,092	\$11,042,868	\$13,700,894	\$12,610,882
EXPENDITURES					
Salaries & Wages / Benefits					
Salaries & Wages - Employees	10111000	\$531,603	\$423,306	\$507,968	\$552,781
Salaries & Wages - Extra Help	10112100	\$20,000	\$22,328	\$30,000	\$25,000
Salaries & Wages - Commission Members	10112400	\$6,600	\$600	\$1,920	\$6,600
OT (Time & One-Half) - COMPASS Conversion	10113200	\$2,000	\$448	\$600	\$2,000
Terminal Pay - COMPASS Conversion	10115200	\$14,132	\$14,132	\$14,123	\$0
Retirement	10121000	\$132,484	\$88,780	\$106,536	\$133,746
Retirement Health Savings Plan (OPEB Trust) - New G/L Acct 30300200 (FY 2020-21)	10121300	\$78,002	\$78,002	\$78,002	\$0
OASDHI (Social Security Act)	10122000	\$44,284	\$28,586	\$34,304	\$45,883
Group Insurance	10123000	\$197,478	\$41,297	\$49,557	\$204,633
Dental Insurance	10123002	\$11,375	\$6,281	\$7,537	\$8,000
Workers Comp Insurance	10124000	\$17,458	\$0	\$14,902	\$17,458
SDI Insurance	10125000	\$2,810	\$1,894	\$2,272	\$2,810
Pension Retirees (Obligation for FYs 2019-20 through 2022-23 = \$500,000/FY)	10126000	\$500,000	\$500,000	\$500,000	\$500,000
BENEFITS SUBTOTAL		\$998,023	\$744,840	\$793,110	\$912,530
SALARIES & WAGES / BENEFITS TOTAL	10 TOTAL	\$1,558,226	\$1,205,654	\$1,347,720	\$1,498,911
Books/Periodical Service	20202100	\$1,500	\$1,074	\$1,300	\$1,500
Film Supplies	20202500	\$11,000	\$4,984	\$7,500	\$17,150
Business Travel	20203100	\$19,500	\$1,829	\$2,500	\$5,600
Education & Training Supplies	20203500	\$3,500	\$2,173	\$2,500	\$3,850
Employee Recognition	20203800	\$1,500	\$550	\$550	\$1,500
Employee Transportation	20203900	\$4,000	\$811	\$1,000	\$1,900
Insurance - General Liability	20205100	\$21,008	\$0	\$21,008	\$25,000
Insurance - Bond / Pollution / Property	20205300	\$1,056	\$0	\$1,056	\$1,250
Membership Dues	20206100	\$4,900	\$3,794	\$4,000	\$5,000
Office Supplies	20207600	\$15,000	\$9,165	\$15,000	\$25,000
Postal Services	20208100	\$1,250	\$920	\$1,104	\$1,250
Printing Services	20208500	\$2,000	\$1,621	\$2,000	\$3,000
Modular Furniture - Added by County w/Admin Office Reconf	20226400	\$500	\$0	\$0	\$5,000
Radio/Elect Maintenance - Added by County - FY 2019-20	20227200	\$0	\$127	\$153	\$250
Accounting Services	20250500	\$20,000	\$4,751	\$13,451	\$20,000
Legal Services	20253100	\$200,000	\$86,941	\$130,000	\$200,000
Security Service	20257100	\$500	\$296	\$355	\$500
Other Professional Services	20259100	\$208,000	\$25,443	\$100,531	\$171,500
Data Processing (Use for Equip Purchase for Office 2010 Conv by 1/2020)	20281200	\$10,000	\$0	\$0	\$10,000
Hardware	20281201	\$5,900	\$0	\$0	\$6,200
Software - Added by County for VISIO Software (Metro Cable)	20281202	\$12,500	\$5,024	\$6,028	\$13,950
Sales Tax Adjustment - Board of Equalization - Added by County	20281304	\$150	-\$69	-\$83	\$150
Interpreter Svcs (Closed Captioning)	20283200	\$100,000	\$53,370	\$70,000	\$100,000
DTech - County-wide IT Services - ACP	20291000	\$7,000	\$4,636	\$6,000	\$7,000
DTech - System Dev (I/O for Desktop Support/Labor/Web Site Publishing)	20291100	\$40,000	\$15,989	\$20,000	\$20,000
DTech Labor-AC (formerly Syst Dev Supplies) - Changed by County FY 2019-20	20291200	\$10,000	\$3,478	\$5,000	\$44,201
COMPASS Costs	20291500	\$3,000	\$1,838	\$3,000	\$3,000
DTech - Wide Area Network (WAN) Costs	20291600	\$32,000	\$26,485	\$32,000	\$32,000
GS - Messenger Services	20292300	\$1,600	\$1,222	\$1,600	\$1,600
GS - Purchasing Svcs Allocation	20292500	\$100	\$172	\$200	\$200
GS - Equipment Rental - Light	20292800	\$11,000	\$9,140	\$10,968	\$10,000

EXHIBIT 1
GENERAL FUND (094A) BUDGET
Fiscal Year 2019-20 Budgeted/Year-end Estimates and Fiscal Year 2020-21 Proposed General Fund Budget

	G/L #	FY 2019-20 Budget	FY 2019-20 Actuals (@ Period 10)	FY 2019-20 ESTIMATED ACTUALS	FY 2020-21 PROPOSED BUDGET
GS - Fuel Usage- Light	20293800	\$100	\$44	\$52	\$100
County Facility Use (Rent/Lease)	20294200	\$46,130	\$27,589	\$35,000	\$52,500
GS -Parking Charges	20296200	\$10,000	\$7,047	\$8,456	\$10,015
Telephone Services - Cell Phones	20298701	\$2,000	\$1,171	\$1,405	\$2,000
Telephone Services - Land Line (Replaced G/L #202987800 in FY 2019-20)	20298703	\$3,000	\$2,416	\$2,900	\$3,000
Telephone Installations (Added Phone to New Admin Work Station)	20298900	\$500	\$0	\$0	\$1,000
SERVICES AND SUPPLIES TOTAL	20 TOTAL	\$810,194	\$304,029	\$506,535	\$806,166
OPEB Expense (New GL Acct Created per Lincoln Bogard's 4-27-2020 E-mail)					
OPEB Expense	30300200	\$0	\$0	\$0	\$80,436
Support Service					
Support Service	30310400	\$0	\$0	\$0	\$0
Contract Service (Channel Licensees) - 4.54% COLA (FY 2020-21)					
Access Sac - Operations Base	30310500	\$521,135	\$521,135	\$521,135	\$544,795
Access Sac - HT-TV Operations Base	30310500	\$67,790	\$67,790	\$67,790	\$70,868
Access Sac - GOTW Operations Base	30310500	\$58,979	\$58,979	\$58,979	\$61,657
Access Sac - Grand Total	30310500	\$647,904	\$647,904	\$647,904	\$677,319
Capital Public Radio - Oper Base	30310500	\$23,439	\$23,439	\$23,439	\$24,503
Capital Public Radio - Equipment	30310500	\$8,996	\$8,996	\$8,996	\$0
KVIE Operations Base	30310500	\$256,357	\$256,357	\$256,357	\$267,996
SECC Operations Base	30310500	\$333,411	\$333,411	\$333,411	\$348,548
SECC Operations - Staffing (Approved by Board @ June 6, 2019 Meeting for FY 2019-20)	30310500	\$70,000	\$70,000	\$70,000	\$73,178
BESTNet Operations Base	30310500	\$73,279	\$73,279	\$73,279	\$76,606
CONTRACT SERVICE (CHANNEL LICENSEES) TOTAL		\$1,413,386	\$1,413,386	\$1,413,386	\$1,468,149
Depreciation Expense (From Audit)	30332002	\$2,500	\$0	\$0	\$2,500
Sac County CW Cost Allocation - Added by County FY 2019-20	30348000	\$0	\$5,420	\$6,504	\$6,000
Sac County Wide Cost Allocation (A87)	30348001	\$5,000	\$0	\$0	\$0
Sacramento - COVID-19 Education Rapid Response Proposal	3037000	\$0	\$0	\$0	\$100,000
Contributions to Other Agencies (Member Agencies Revenue Distribution)					
Citrus Heights (FY 2019-20 Revenue Distribution)	30370000	\$525,735	\$0	\$552,576	\$0
Elk Grove (FY 2019-20 Revenue Distribution)	30370000	\$1,038,550	\$0	\$1,108,500	\$0
Folsom (FY 2019-20 Revenue Distribution)	30370000	\$476,441	\$0	\$513,554	\$0
Galt (FY 2019-20 Revenue Distribution)	30370000	\$158,077	\$0	\$162,662	\$0
Rancho Cordova (FY 2019-20 Revenue Distribution)	30370000	\$444,430	\$0	\$493,235	\$0
Sacramento (FY 2019-20 Revenue Distribution)	30370000	\$3,032,679	\$0	\$3,215,180	\$0
Sacramento County (FY 2019-20 Revenue Distribution)	30370000	\$3,547,374	\$0	\$3,736,664	\$0
Fiscal Year 2019-20 Revenue Distribution - Grand Total	30370000	\$9,223,286	\$0	\$9,782,371	\$0
Citrus Heights (FY 2020-21 Revenue Distribution)	30370000	\$0	\$0	\$0	\$461,709
Elk Grove (FY 2020-21 Revenue Distribution)	30370000	\$0	\$0	\$0	\$926,214
Folsom (FY 2020-21 Revenue Distribution)	30370000	\$0	\$0	\$0	\$429,104
Galt (FY 2020-21 Revenue Distribution)	30370000	\$0	\$0	\$0	\$135,908
Rancho Cordova (FY 2020-21 Revenue Distribution)	30370000	\$0	\$0	\$0	\$412,126
Sacramento (FY 2020-21 Revenue Distribution)	30370000	\$0	\$0	\$0	\$2,686,465
Sacramento County (FY 2020-21 Revenue Distribution)	30370000	\$0	\$0	\$0	\$3,122,194
Fiscal Year 2020-21 Revenue Distribution - Grand Total	30370000	\$0	\$0	\$0	\$8,173,720
CONTR TO OTHER AGENCIES (REVENUE DISTRIBUTION) TOTAL		\$9,223,286	\$0	\$9,782,371	\$8,173,720
O/C - PRIOR YEAR'S	30398000	\$0	\$0	\$0	\$310,000
OTHER CHARGES TOTAL	30 TOTAL	\$10,644,172	\$1,418,806	\$11,202,261	\$9,960,369
Fund Balance Reserved	7100000	\$150,000	\$150,000	\$150,000	\$150,000
Equip-SD-Non-Recon (Fixed Assets)	43430300	\$2,500	\$0	\$0	\$2,500
Oper Transfer Out - Lease Payments (799 G St Bldg Bonded Debt Svc)	50523000	\$2,500	\$0	\$0	\$2,500
Contingency Appropriation (Oper)	79790100	\$2,500	\$0	\$0	\$10,000
OTHER CHARGES TOTAL		\$157,500	\$150,000	\$150,000	\$165,000
GRAND EXPENDITURE TOTAL		\$13,170,092	\$3,073,069	\$13,200,012	\$12,610,882

EXHIBIT 2
PEG FEE FUND (094B) BUDGET
FY 2019-20 Budgeted/Year-end Estimates and FY 2020-21 Proposed PEG Fee Fund Budget
(Call for PEG Funding deferred to July 2020 due to COVID-19)

	G/L Acct	FY 2019-20 Budget	FY 2019-20 Actuals @ Period 10	FY 2019-20 Year End Estimates	FY 2020-21 Proposed Budget
REVENUE					
Interest Income	94941000	\$50,000	\$27,964	\$30,000	\$30,000
PEG Fee Revenue	97978200	\$2,400,000	\$2,044,168	\$2,572,713	\$2,400,000
PEG Fee Revenue (AT&T CYs 2018/2019 Audit Finding - Underpayment)	97978200	\$0	\$8,890	\$8,890	\$0
Fund Balance / Carry Forward		\$2,281,975	\$2,281,975	\$2,281,975	\$1,872,507
REVENUE TOTAL		\$4,731,975	\$4,362,997	\$4,893,578	\$4,302,507
EXPENDITURES					
Inventoriable Equipment (Member Agencies)	20226500				
Citrus Heights		\$60,562	\$0	\$0	\$60,562
Elk Grove		\$115,540	\$0	\$108,273	\$0
Folsom		\$104,768	\$0	\$0	\$104,768
Galt (FY 2018-19 Project)		\$122,210	\$89,600	\$89,600	\$0
Galt (FY 2019-20 Project)		\$46,098	\$0	\$39,363	\$0
Rancho Cordova (FY 2018-19 Project)		\$304,804	\$194,832	\$194,832	\$0
Rancho Cordova (FY 2019-20 Project)		\$227,076	\$0	\$186,016	\$0
Sacramento - City Hall (FY 2018-19 Project)		\$401,561	\$0	\$12,180	\$0
Sacramento - City Hall (FY 2019-20 Project)		\$497,277	\$0	\$0	\$497,277
Sacramento - Historic Hearing Chambers (FY 2019-20 Project)		\$48,427	\$0	\$0	\$48,427
Sacramento County (FY 2017-18 Project - DTEch Labor - Hyland)		\$52,517	\$0	\$825	\$0
Sacramento County (FY 2018-19 Project)		\$258,840	\$144,754	\$144,754	\$0
Sacramento County (FY 2019-20 Project)		\$407,800	\$0	\$250,000	\$0
Invent Equip Subtotal (Member Agencies)		\$2,647,480	\$429,186	\$1,025,843	\$711,034
Sales Tax Adjustment - Board of Equalization Audit	20281304	\$0	-\$4	-\$4	\$25
G/L Account 2000 Total		\$2,647,480	\$429,181	\$1,025,839	\$711,059
Support Service (Channel Licensees)	30310400				
Access Sac - Cablecast Radio: The Voice of Sacramento		\$93,979	\$93,979	\$93,979	\$0
Access Sac - Coloma TV Studio		\$100,971	\$100,971	\$100,971	\$0
Access Sac - NNB Development & Server		\$39,150	\$39,150	\$39,150	\$0
Access Sac - Office Equipment / Software / Cloud Mgmt		\$129,120	\$129,120	\$129,120	\$0
Access Sac - PEG Equipment Grand Total		\$363,220	\$363,220	\$363,220	\$0
KVIE - Equipment		\$395,828	\$395,828	\$395,828	\$0
SECC - Equipment		\$85,102	\$85,102	\$85,102	\$0
SECC - Production Van		\$7,601	\$7,601	\$7,601	\$0
SECC - SEVA Labs		\$60,000	\$60,000	\$60,000	\$0
SECC - PEG Equipment Grand Total		\$152,703	\$152,703	\$152,703	\$0
BESTNet Phase III Completion (Years 6 & 7 Funding Rollover)		\$700,897	\$700,897	\$700,897	\$0
Support Svc Subtotal (Channel Licensees)		\$1,612,646	\$1,612,646	\$1,612,646	\$0
Contract Service Inst (Channel Licensees)	30310500				\$0
Access Sac Fac/Equip Base (FY 2020-21 COLA - 4.52%)		\$103,896	\$103,896	\$103,896	\$108,592
Access Sac - Coloma Center Rent		\$11,716	\$11,716	\$11,716	\$11,716
SECC Fac/Equip Base (FY 2020-21 COLA - 4.52%)		\$11,882	\$11,882	\$11,882	\$12,419
SECC - Rent		\$44,538	\$44,538	\$44,538	\$44,538
Contract Svc Inst Subtotal (Chan Licensees)		\$172,032	\$172,032	\$172,032	\$177,265
O/C - Prior Year's Exp (G/L Corr: SMCTC FY 2017-18 & FY 2018-19 Audit)	30398000	\$0	\$0	\$0	\$20,024
G/L Account 3000 Total		\$1,784,678	\$1,784,678	\$1,784,678	\$197,289
Equipment SD Non-Recon - Fixed Assets	43430300				
Comcast Headend		\$3,158	\$0	\$0	\$0
COVID-19 Equipment/Facilities		\$0	\$0	\$0	\$30,000
Member Agencies Control Rooms (Lap Tops & Software)		\$5,379	\$7,361	\$10,000	\$5,000
Metro Cable Control Room		\$23,725	\$0	\$0	\$0
Metro Cable Edit System (FY 2018-19 Project - Final Invoice)		\$6,906	\$10,484	\$10,484	\$0
Metro Cable Flight Pack		\$24,797	\$0	\$0	\$0
Metro Cable Master Control		\$5,486	\$0	\$0	\$0
Metro Cable Server		\$29,507	\$0	\$0	\$0
Metro Cable Van		\$0	\$0	\$0	\$35,000
Metro Cable Workstations (PD & PC)		\$2,481	\$1,690	\$1,690	\$0
Regional Transit Control Room		\$0	\$0	\$0	\$45,000
Equip SD Non-Recon - Fixed Assets Sub-Total		\$101,438	\$19,535	\$22,174	\$115,000
G/L Account 4000 Total		\$101,438	\$19,535	\$22,174	\$115,000
Fund Balance Reserved	7100000	\$188,380	\$0	\$188,380	\$200,000
Contingency Appropriation	79790100	\$10,000	\$0	\$0	\$3,079,161
EXPENDITURE TOTAL		\$4,731,976	\$2,233,395	\$3,021,071	\$4,302,507

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

RESOLUTION NO. 2020-003

**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 18th day of June 2020, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chair of the Board

ATTEST:

Clerk of the Board

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



MCDONOUGH, HOLLAND & ALLEN

by





SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

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

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

ATTACHMENT 4

FISCAL YEAR 2020-21 AMENDMENT TO LEGAL COUNSEL RETAINER AGREEMENT

THIS AMENDMENT is made and entered into this ____ day of June 2020, amending that certain Retainer Agreement Amendment dated August 30, 2010, by and between the **SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION**, a Joint Powers Agency, hereinafter called "Client" and **BEST BEST & KRIEGER, LLP**, a limited liability partnership, hereinafter called and referred to as "Firm".

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

1. Section 1. Representation.

"The Firm, by and through Harriet A. Steiner, Esq. undertakes legal representation, consultation, and advice of the Client as General Counsel and such other and further matters as the Client may from time-to-time request of the Firm commencing July 1, 2020 and ending June 30, 2021. Ms. Steiner may delegate assignments to other attorneys of the Firm as she deems necessary and advisable." Mr. Nelson will serve as Assistant General Counsel.

2. Section 2. Compensation.

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

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

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

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

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

BEST BEST & KRIEGER, LLP

**SACRAMENTO METROPOLITAN
CABLE TELEVISION COMMISSION**

Harriet A. Steiner, Esq.

Robert A. Davison, Executive Director

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

RESOLUTION NO. 2020-004

**A RESOLUTION OF THE SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION
APPROVING THE FISCAL YEAR 2020-21 PRO-FORMA ANNUAL FUNDING AND PERFORMANCE AGREEMENT
FOR THE CHANNEL LICENSEES AND AUTHORIZING EXECUTION OF THESE
AGREEMENTS FOR THE INDIVIDUAL CHANNEL LICENSEES
(FOR OPERATIONS & PEG FACILITY/EQUIPMENT BASES)**

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 Fiscal Year 2020-21 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 2020-21 Pro-Forma Funding and Performance Agreement as submitted for the purpose of providing **Operations and Public, Education, Government (PEG) Facility/Equipment bases** funding for the Channel Licensees for the period of July 1, 2020 to June 30, 2021; and

FURTHER BE IT RESOLVED AND ORDERED that this Agreement does not include Fiscal Year 2020-21 funding for PEG equipment as the **Annual call for PEG Funding for equipment/facilities was deferred until July 2020 due to the coronavirus (COVID-19) pandemic and the SMCTC Board, at its September 2020 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 2020-2021 at that time, which will then be made by written amendment to the Agreement(s);**

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 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 **and the PEG Fee Fund (094B) Budget** 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 18th day of June 2020, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chair of the Board

ATTEST:

Clerk of the Board

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

PRO FORMA ANNUAL FUNDING AND PERFORMANCE
AGREEMENT FOR CHANNEL LICENSEE

FISCAL YEAR 2020-21

(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, 2020.

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

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

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

C. Because of the COVID-19 pandemic, the SMCTC has determined to approve current funding levels from fiscal year 2019-2020 through to fiscal year 2020-2021 and reevaluate funding and funding requests at its September 2020 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:

FISCAL YEAR 2020-21	
(INSERT LICENSEE NAME) - Operations	\$ _____
(LICENSEE PROJECT NAME) Base - Operations	\$ _____
(LICENSEE PROJECT NAME) Base - Operations	\$ _____
PEG Fee Facilities/Equipment Bases	\$ _____
TOTAL FISCAL YEAR 2020-21 FUNDING	\$ _____

The above payments will be made on or about August 31, 2020 and February 28, 2021.

(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 2020-2021 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 2020-2021 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, 2021.

(INSERT CHANNEL LICENSEE NAME)

**SACRAMENTO METROPOLITAN
CABLE TELEVISION COMMISSION**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

FISCAL YEAR 2020-21
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, and June 6, 2019.

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, 2021.

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. 2020-005

**A RESOLUTION APPROVING AN AMENDMENT TO THE
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 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 18th day of June 2020, 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.sacmetro cable.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.)

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



SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

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

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

ATTACHMENT 9

FISCAL YEAR 2020-21 AMENDMENT TO CLOSED CAPTIONING SERVICES AGREEMENT

THIS AMENDMENT is made and entered into this _____ day of _____ 2020, amending that certain Agreement for Closed Captioning Services ("Agreement"), dated June 21, 2019, 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, 2020** and shall terminate on **June 30, 2021**, 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, 2020 upon execution of this Amendment to Closed Captioning Services Agreement."

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

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ATTACHMENT 10

FISCAL YEAR 2020-21 PROPOSED STAFFING*

Contracted Position					
Executive Director	Per Contract with the County of Sacramento				
Full-Time Positions (Administration)					
Job Title	Step 5	Step 6	Step 7	Step 8	Step 9
Administrative Services Officer III	--	--	\$8,847.92	\$9,289.83	\$9,754.42
Administrative Services Officer I	\$5,388.75	\$5,658.50	\$5,942.08	\$6,239.67	\$6,551.08
Senior Office Specialist (Confidential)	\$4,026.33	\$4,228.17	\$4,440.50	\$4,663.17	\$4,896.33
Senior Office Assistant	\$3,361.67	\$3,530.50	\$3,706.17	\$3,890.67	\$4,085.50
Full-Time Positions (Metro Cable)					
Job Title	Step 1	Step 2	Step 3	Step 4	Step 5
Production Director	\$4,834.62	\$4,969.27	\$5,330.18	\$5,596.69	\$5,876.52
Programming Coordinator	\$4,136.28	\$4,343.09	\$4,560.26	\$4,778.28	\$5,027.69
Technical Coordinator	\$4,136.28	\$4,343.09	\$4,560.26	\$4,778.28	\$5,027.69
Technical Assistant	\$3,118.10	\$3,282.23	\$3,454.98	\$3,636.82	\$3,828.23
Part-Time Positions (Metro Cable)					
Job Title	Step 1	Step 2	Step 3	Step 4	Step 5
Production Assistant I	--	-	--	--	\$12.97
Production Assistant II	\$14.30	\$15.02	\$15.78	\$16.56	\$17.37
Production Assistant III	\$15.78	\$16.56	\$17.37	\$18.22	\$19.10

*Does not include COLA granted to the ASO III/ASO I/SOS Confidential /SOA-aligned positions by the County of Sacramento in FY 2020-21.

ATTACHMENTS 11-14

**FISCAL YEAR 2020-21
OPERATIONS & PEG FEE BASE
FUNDING REQUESTS
(CHANNEL LICENSEES)**

ACCESS SACRAMENTO

Gary Martin, *Executive Director*

April 29, 2020

BOARD OF DIRECTORS

Bob Smith, *Chair*

Alexander Vasquez, *Vice-Chair*

Kim Mims, *Secretary*

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

Ed Fletcher, *Programming Committee
Chair*

Van Gordon

Robert Morin

Kimberly Y. Spears

Simone Vianna

Projects

Hometown TV Grant

Hometown Sports Game of the Week

KUBU 96.5 FM
"The Voice of Sacramento"

AccessLocal.Tv Neighborhood News

Live Wire!

Living in the West

Listen Up, Sacramento!

A Place Called Sacramento
Film Festival

"Power of Voice" Award
Annual Gala

HOURS OF OPERATION

(Subject to Change)

OFFICE

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

PRODUCTION

Monday - Thursday
12 Noon - 9pm

Saturday
12 Noon - 9pm

MEDIA LAB

Monday & Thursday
12 Noon - 8:45pm

Tuesday & Wednesday
9am - 6pm

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

From: Gary B. Martin, Executive Director
Access Sacramento

**Subject: Initial 2020-21 SMCTC Operational & PEG Equipment & Facilities
Funding Request**

Access Sacramento submits the attached Initial Funding Request for fiscal year 2019-20. Based on the requested process, this submission includes only base amounts for our three elements of the General Fund Fiscal Based, and the two elements of the PEG Equipment/Facilities Fund.

We understand a Cost of Living Adjustment (COLA) per policy will be added to the Base amounts, excluding the static rent request.

For the COLA adjustment, I am working to provide additional documentation support a request \$6,360.00 to be included in the General Fund COLA calculation for support of the state-required minimum wage, which will increase on January 1, 2021 to \$14.00 per hour.

2020-21 Initial General Fund Total	\$647,904.00
2020-21 Initial PEG Equipment/Facilities Base	\$115,612.00
GRAND TOTAL	\$763,516.00

Thank you for your support. Hoping you and all of the SMCTC and Metro 14 staff are safe and healthy.

Sincerely,

Gary B. Martin

Gary Martin
Executive Director

CHANNEL LICENSEE NAME: Sacramento Community Cable Foundation dba Access Sacramento
**Fiscal Year 2020-21 Funding Requests
(Operations & PEG Equipment/Facilities)**

Description	Equipment Description (if applicable)	GENERAL FUND		PEG FEE FUND			GRAND TOTAL
		Operations / Capital Fac. / Equip. Base	GENERAL FUND TOTAL	PEG Equipment / Facilities Base	One-Time PEG Equipment	PEG FEE FUND TOTAL	
General Fund: Access Sacramento Operations Base		\$521,135.00	\$521,135.00		\$ -	\$ -	\$ 521,135.00
General Fund: HT-TV Operations Base		\$67,790.00	\$67,790.00		\$ -	\$ -	\$ 67,790.00
General Fund: GOTW Operations Base		\$58,979.00	\$58,979.00		\$ -	\$ -	\$ 58,979.00
General Fund: Capital Facilities/Equip Base		\$0.00	\$0.00		\$ -	\$ -	\$ -
PEG Fee Fund: Capital Facilities/Equip Base		\$ 103,896.00	\$0.00	\$ 103,896.00	\$ -	\$ 103,896.00	\$ 103,896.00
PEG Fee Fund: Rent Add-On		\$ 11,716.00	\$0.00	\$ 11,716.00	\$ -	\$ 11,716.00	\$ 11,716.00
TOTAL FISCAL YEAR 2020-21 FUNDING REQUEST:			\$ 647,904.00			\$ 115,612.00	\$ 763,516.00

Gary B. Martin

Signature

April 25, 2020

Date

Gary B. Martin, Executive Director

Name & Title

CAPITAL PUBLIC RADIO

April 30, 2020

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

RE: Fiscal Year 2020-2021 Operations and PEG Funding Request

Dear Mr. Davison and Cable Commissioners,

The Sacramento Metropolitan Cable Television Commission has provided vital annual support to CapRadio for over 30 years. In that time, our organization expanded its programs and services, grew our staff, and met the 21st century challenges of being a broadcast and digital media provider because of the financial support of SMCTC.

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

- More than 1.9 million visitors to our website, capradio.org
- Over 5,000,000 news and music streaming sessions greater than one minute
- More than 1,000,000 unique CapRadio podcast downloads
- Over 450,000 weekly broadcast listeners
- More than 37,000 total newsletter subscribers
- Over 1,500,000 mobile app sessions

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

Funding Request:

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

- Our thorough coverage and daily newsletter on the Coronavirus pandemic
- Our locally produced podcasts, such as *TahoeLand*, *Making Meadowview*, *Rural Suicide*, *The Drive*, *CapRadio Reads*, *Latest News*, and more
- 24-hour music programming including classical, jazz, opera, blues, and alternative. Locally produced classical music shows featuring three in-studio hosts, as well as *Connections*, *Acid Jazz*, *Excellence in Jazz*, *K-ZAP on CapRadio*, *Insight Music*, *Mick Martin's Blues Party*, *Hey Listen!*, and *At the Opera*
- Our award-winning, locally-produced, daily news reports featured during *Morning Edition* and *All Things Considered*
- Our locally-produced daily public affairs program, *Insight with Beth Ruyak*
- Our Capitol News Bureau and the CapRadio Network, a news bureau that covers both state legislature and local government providing reports to more than 50 public radio stations in California, Oregon, and Nevada

CapRadio is requesting a grant from the SMCTC for **general operations in the amount of \$23,439** to help fund the wide array of projects and programs that CapRadio offers to the community.

In addition to the general operations request, we are also requesting support for a one-time **PEG equipment purchase in the amount of \$16,525**.

In this time of crisis, CapRadio is on the front-line reporting on the Coronavirus pandemic in our region and across California, and we have moved to a 24/7 mostly remote operation to cover one of the biggest news stories of our lifetimes. Our role as a broadcast and digital news outlet is more important than ever because we're providing our region and the entire state with the day-to-day information that matters. Our staff members are taking on new roles and responsibilities, our workflows have changed, and it has not come without cost.

The Comrex audio devices are designed to deliver high-quality low latency (delay) audio over the pedestrian internet, no other special equipment is needed except microphone and basic wiring. As of now, we're able to use these devices in the following ways:

- CapRadio has installed an audio Codec at the Governor's Office of Emergency Services. This allows us and several other public media organizations to get low-delay, high-quality audio delivered to studio HQ for the Governor's daily noon press conferences.
- CapRadio's reporters, hosts, and news anchors can remain safe and socially distant at home while still delivering the high-quality audio to the studios over the internet, essentially daily remote broadcasts.

The total request for funding for fiscal year 2020-2021 is \$39,964.

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, and is lined on our website at capradio.org.

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

Sincerely,



Rick Eytcheson
President & General Manager

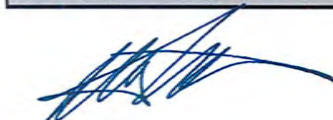
CapRadio PEG Funding Request for FY2020-2021		
	Broadcast "Go" Kit	Cost
Remote Side	Comrex Access NX with Terminal Server License	\$4,000.00
	Comrex Access NX Mixer	\$800.00
	Hand held Mics X2 (SM58)	\$250.00
	Pelican Case	\$200.00
	Redundant Provider SIMM card USB	\$350.00
	headphones , adapter , cables	\$300.00
Studio Side	Comrex NX RACK	\$2,850.00
	Sub Total	\$8,750.00

	Home Studio Kit Solution	Cost
Host Home	Telos ZIP ONE CODEC	\$2,400.00
	Small mixer with USB interface	\$400.00
	RE27 with Stand	\$450.00
	Audio Editing software	\$250.00
	Voice Processor	\$450.00
	Small 4 RU rack with softcase	\$200.00
Studio Side	Telos ZIP ONE CODEC	\$2,400.00
	Sub Total	\$6,550.00

	USB Converter or USB Microphone	Cost
Home Production	RODE Podcaster USB Mic (plugs direct into laptop)	\$225.00
	Audio Editing software	\$250.00
	Prodcuton worthy laptop	\$750.00
	Sub Total	\$1,225.00

TOTAL	\$16,525.00
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CHANNEL LICENSEE NAME: Capital Public Radio Inc.							
Fiscal Year 2020-21 Funding Requests (Operations & PEG Equipment/Facilities)							
Description	Equipment Description (if applicable)	GENERAL FUND		PEG FEE FUND			GRAND TOTAL
		Operations / Capital Fac. / Equip. Base	GENERAL FUND TOTAL	PEG Equipment / Facilities Base	One-Time PEG Equipment	PEG FEE FUND TOTAL	
General Fund: Operations Base		\$23,439.00	\$23,439.00		\$ -	\$ -	\$ 23,439.00
General Fund: Capital Facilities/Equip Base		\$0.00	\$0.00		\$ -	\$ -	\$ -
PEG Fee Fund: Capital Facilities/Equip Base		\$ -	\$0.00	\$0.00	\$ 16,525.00	\$ 16,525.00	\$ 16,525.00
PEG Fee Fund: Rent		\$ -	\$0.00	\$0.00	\$ -	\$ -	\$ -
TOTAL FISCAL YEAR 2020-21 FUNDING REQUEST:			\$ 23,439.00			\$ 16,525.00	\$ 39,964.00



 Signature
 Rick Eytcheson, President and General Manager

 Name & Title

April 30, 2020

 Date

PBS KVIE

Liu. Karen

From: Staci Orlando <sorlando@kvie.org>
Sent: Thursday, April 9, 2020 11:24 AM
To: Liu. Karen
Cc: David Lowe
Subject: RE: Channel Licensees - FY 2020-21 Call Funding Process (Operations and Facilities/Equipment Bases (General Fund & PEG Fee Fund)
Attachments: PBS KVIE FY21 Oper and PEG fee funding request - channel licensee spreadsheet.pdf

EXTERNAL EMAIL: If unknown sender, do not click links/attachments.

Good morning Karen,

Thank you for sending the spreadsheet for the Operations base grant. I have attached the completed and signed version for PBS KVIE. Please let me know if you need anything else.

I hope you are yours are doing well.

Stay tuned!
Staci

Staci A. Orlando | CFO / Associate GM-Operations PBS KVIE | 916-641-3621 | sorlando@kvie.org

David Lowe | President & General Manager PBS KVIE | 916-641-3560 | dlowe@kvie.org

From: Liu. Karen [liuk@SacCounty.NET]
Sent: Thursday, April 09, 2020 10:41 AM
To: Gary Martin - Access Sacramento Executive Director (garymartin@accesssacramento.org); Elizabeth Rhodes - SECC Executive Director (erhodes@secctv.org); David Lowe; Capital Public Radio President & G. M. (reytcheson@csus.edu)
Cc: Davison. Bob; SacMetro; Jessica Rhodes; Martin, Joseph; Tully, Shirlee A (shirlee.tully@capradio.org)
Subject: Channel Licensees - FY 2020-21 Call Funding Process (Operations and Facilities/Equipment Bases (General Fund & PEG Fee Fund)

All,

My apologies - an oversight on my part. For Channel Licensees that have received PEG fee funding for its Facilities/Equipment base, please include that amount in the attached Spreadsheet.

For Access Sacramento - please segregate the funding request for rent (Coloma Center) as a separate line item - as segregated in previous years.

NOTE: Since it is not known at this time what the COLA for FY 2020-21 will be - that COLA once approved by the County will be added to your funding request (for bases). Therefore, it is not necessary for you include a COLA in your request at this time.

Thank you.

Karen

From: Liu, Karen

Sent: Wednesday, April 8, 2020 2:39 PM

To: Gary Martin - Access Sacramento Executive Director (garymartin@accesssacramento.org) <garymartin@accesssacramento.org>; Elizabeth Rhodes - SECC Executive Director (erhodes@secctv.org) <erhodes@secctv.org>; David Lowe - KVIE President & General Manager (dlowe@kvie.org) <dlowe@kvie.org>; Capital Public Radio President & G. M. (reytcheson@csus.edu) <reytcheson@csus.edu>
Cc: Robert Davison (davisonb@SacCounty.NET) <davisonb@SacCounty.NET>; SacMetro <sacmetro@SacCounty.NET>; Jessica Rhodes <jessica@secctv.org>; Martin, Joseph <joseph.martin@capradio.org>; Tully, Shirlee A (shirlee.tully@capradio.org) <shirlee.tully@capradio.org>
Subject: Channel Licensees - FY 2020-21 Call for Funding Process

Hello All,

I hope this finds you well. In light of the Covid-19 Pandemic and unprecedented impacts nation-wide, this is to inform you that Commission staff will be agendaizing only essential items for the next quarterly Board meeting, scheduled for Thursday, June 4, 2020 at 2:30 p.m.

Essential items will include the preliminary Fiscal Year 2020-21 General Fund Budget - which will include the base funding for channel licensee, that the Board approved for the operations of all Channel Licensees in Fiscal Year 2019-20 - to include the COLA the County will approve in FY 2020-21 - consistent with the current SMCTC COLA policy.

At this time, please forward a funding request for the operations of your agency by 4:00 p.m., Friday, May 1, 2020.

Note that the call for funding for PEG equipment for the upcoming fiscal year (2020-21) - which is normally disseminated in late-March - will be deferred to July 2020. All PEG funding requests will then be reviewed by staff for eligibility; and presented to the Board at their Quarterly Board meeting scheduled for September 3, 2020 for review and approval.

This will allow Commission staff, the management teams of our seven member agencies, and your agency to focus its attention on more urgent matters that we are all dealing with - due to the impacts of COVID-19.

Feel free to contact Bob or me should you have any questions.

Karen Liu, ASO III
Sacramento Metropolitan Cable Television Commission
799 G Street, 4th Floor
Sacramento, CA 95814
(916) 874-6662
Sacmetroable.tv

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CHANNEL LICENSEE NAME: PBS KVIE							
Fiscal Year 2020-21 Funding Requests (Operations & PEG Equipment/Facilities)							
Description	Equipment Description (if applicable)	GENERAL FUND		PEG FEE FUND			GRAND TOTAL
		Operations / Capital Fac. / Equip. Base	GENERAL FUND TOTAL	PEG Equipment / Facilities Base	One-Time PEG Equipment	PEG FEE FUND TOTAL	
General Fund: Operations Base		\$256,357.00	\$256,357.00		\$ -	\$ -	\$ 256,357.00
General Fund: Capital Facilities/Equip Base		\$0.00	\$0.00		\$ -	\$ -	\$ -
PEG Fee Fund: Capital Facilities/Equip Base		\$ -	\$0.00	\$0.00	\$ -	\$ -	\$ -
PEG Fee Fund: Rent		\$ -	\$0.00	\$0.00	\$ -	\$ -	\$ -
TOTAL FISCAL YEAR 2020-21 FUNDING REQUEST:			\$ 256,357.00			\$ -	\$ 256,357.00

Staci A. Orlando Digitally signed by Staci A. Orlando
Date: 2020.04.20 08:02:50 -07'00'

Signature

April 20, 2020

Date

Staci A. Orlando, Assoc. GM-Operations / CFO

Name & Title

**SACRAMENTO
EDUCATIONAL CABLE
CONSORTIUM**



SACRAMENTO EDUCATIONAL CABLE CONSORTIUM

2020-2021 PROGRAM OVERVIEW & BUDGET NARRATIVE

OVERVIEW

SECC is celebrating 35 years of service to the Sacramento Community! During the past 2 months SECC has learned the importance of utilizing its channel capacity, production services, SEVA lab capabilities and promotional resources to quickly adapt to the many needs of the community. Therefore, in 2020-2021 SECC will continue to create new, as well as develop on-going, partnerships, efficiencies and creative expenditures to supplement SMCTC funding to enable SECC to continually adapt to this changing environment.

SECC is proposing the attached Operational 2020-2021 budget (PEG funding requests being held until July) that includes:

- Maintaining and modifying responsibilities of existing staff FTE's.
- An estimate of carryover funds from 2019-2020.
- Funds for consultants to expand outreach to SECC members and manage special projects.
- Modifications to operations to deal with on-going COVID-19 processes and projects.

Major Projects

- Continue collaboration with school districts and the Sacramento County Office of Education on production of video resources for COVID 19.
- Programming the SECC channels 15 and 16, 24/7 as modified for COVID 19.
- Programming will emphasize local productions by students and SECC members. Examples include:

- A continuation and expansion of educational content designed to supplement distance learning needs of Sacramento educational community.
 - SEVA Teachers of the Week Program: SECC highlights a new SEVA teacher weekly, honoring every teacher who encourages and fosters the passion and talents of their students.
 - SEVA Studio Profiles: A continuation and expansion of the SEVA Studio Profiles which highlight the SEVA Studio Program, a joint project with SECC, the Sacramento Metropolitan Cable Television Commission and school districts.
 - Family Engagement Forum: Expand production efforts to assist SECC member districts to collaboratively utilize the cable channels and social platforms to help engage families, so they can actively support their student's learning and development in meaningful ways, especially in light of COVID-19 environment. Each week videos selected by the local districts containing vital information for family's air on SECC Channel 15.
- SEVA Award Celebration – The SEVA Awards are the premiere event in Sacramento to showcase student educational videos to the Sacramento community. Students from over 60 schools throughout the Sacramento region submit their videos to be reviewed by a panel of judges. Statuettes are awarded to the top videos submitted in five categories spread across all grade levels from Kindergarten to College. All videos entered are celebrated and each award recipient is given the opportunity to make an acceptance speech.
 - Trainings – SECC will continue to provide training opportunities for media students and teachers throughout the school year in a variety of new platforms (virtual and face to face when appropriate). These trainings will include Sacramento Student Media day, which is presented in collaboration with Center High School, and the Summer SEVA Teacher Workshop, where teachers are put in the student's role to learn new techniques just as their students would.

Collaborations:

Part of the SECC mission is to generate collaboration throughout the Sacramento educational region. Efforts 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 coordinated 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 meet 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 videos selected by the local districts containing vital information for family's air on SECC Channel 15.
- **The SEVA Teachers Community** – Local media/SEVA teachers 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. Anticipated projects include:

- Completion of the fiber connections contracted with ZAYO. Most sites have been completed but there are a few problem areas.
- An upgrade the backbone increasing capacity for all Sacramento districts.
- 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.

Connect with SECC



BUDGET NARRATIVE

A. REVENUE

SMCTC Grant: As requested from Cable Commission.

Incoming Cash Balance: Based on projected carryover from 2019-2020.

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

SEVA Award Night: Sponsorship.

SEVA Training Events: Cost recovery for participant paid training events.

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

BESTNet: No requested funds.

B. EXPENDITURES:

- Personnel: To increase services, SECC is proposing the following staff:

- Full Time Executive Director
 - Full Time Director of Production Services & Content
 - Full Time Administrative Officer
 - Full Time Production Assistant
 - Full Time 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 quote and projected increases from agents.
- Office Supplies: Based on adjusted current year figures.
- Telephone/Internet: Based on current year figures.

- Website: Hosting and domain renewals
- Postage & Delivery: Based on current year figures and project 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: As needed for office and production.
- Accounting: Based on contract with Daniel Ross & Associates -additional funds due to increased documentation required by federal law.
- Maintenance: Based on adjusted current year figures. Includes maintenance on office equipment.
- Replacement Parts & Production Supplies.
- 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).
- Entry Fees, Dues, Books, Subscriptions: As identified and needed.
- Production Equipment: On hold for PEG funding in September.
- SEVA Labs: On hold for PEG funding in September.
- Office Equipment: Equipment replacement.
- Award Night: SECC 31st annual award night and SEVA competition.
- Indirect Expenses Out - SEVA Training: Cost recovery for SEVA trainings.
- Legal Services: As directed and needed by SECC Board.

- Website Development: Contract to maintain SECC Website.

Sacramento Educational Cable Consortium

2020-2021 PROPOSED BUDGET

	Projected YE	2019-2020 BUDGET	2020-2021 Budget
Income			
6001 • SMCTC Income			
6000 • SMCTC Grant	392,292.00	\$ 392,292.00	\$ 403,411.00
6055 • SMCTC Grant - Capital Exp (PEG)	95,250.00	\$ 92,703.00	\$ -
6954 • SMCTC-Facilities/rent offset	44,538.00	\$ 44,538.00	\$ 56,420.00
6103 • SMCTC-SEVA Labs (PEG funds)	90,000.00	\$ 60,000.00	\$ -
6005 • SMCTC-BESTNet Operational Fundg	70,801.00	\$ 70,801.00	\$ 73,279.00
Total 6001 • SMCTC Income	692,881.00	\$ 660,334.00	\$ 533,110.00
6900 • Interest Income	19,612.00		
6100 • Membership Dues	162,877.00	\$ 160,000.00	\$ 160,000.00
6301 • SEVA Award Night	3,000.00	\$ 3,000.00	\$ 3,000.00
6400 • SEVA Training Event Attend Rev	1,200.00		
6300 • Grants/Projects			
6903 • Dividend Income			\$ 1,000.00
6004 • BESTNet Income			
6008 • District-BESTNet Network Const.	6,390.74		
6004 • BESTNet Income - Other	4,810.62		
Total 6004 • BESTNet Income	11,201.36	\$ 985,880.30	\$ -
6950 • Other Revenue	1,316.41		\$ 3,000.00
6998 • Incoming Cash Balance		\$ 94,000.00	\$ 50,000.00
6955 • Other Income Pass Through Funds	(225.19)		
6905 • Unrealized Gain/Loss on Invest	(393.96)		
9050 • CC rebates	1,157.89	\$ 1,100.00	\$ 1,100.00
Total Income	\$ 890,245.66	\$ 1,904,314.30	\$ 751,210.00
Gross Profit			
Expense			
7000 • Personnel	550,000.00	\$ 570,000.00	\$ 580,000.00
8000 • Facility Cost	53,376.00	\$ 45,000.00	\$ 56,420.00
8115 • Taxes and Filing Fees	684.00	\$ 300.00	\$ 700.00
8020 • Insurance	15,000.00	\$ 18,000.00	\$ 18,000.00
8030 • Office Supplies	11,000.00	\$ 12,000.00	\$ 11,000.00
8040 • Phone/Internet	5,000.00	\$ 8,500.00	\$ 6,000.00
8045 • Webpage	1,800.00	\$ 500.00	\$ 700.00
8070 • Postage & Delivery	500.00	\$ 500.00	\$ 500.00
8090 • Promotion/Print	2,000.00	\$ 2,000.00	\$ 2,000.00
8220 • Bank Charges	3,000.00	\$ 600.00	\$ 3,000.00
8230 • Payroll Service	2,600.00	\$ 2,400.00	\$ 2,600.00
8035 • Software and Upgrades	4,500.00	\$ 4,000.00	\$ 5,500.00
8100 • Accounting	8,300.00	\$ 8,300.00	\$ 15,000.00
8120 • Maintenance	2,000.00	\$ 2,000.00	\$ 2,000.00
8125 • Van Maintenance	2,000.00	\$ 4,000.00	\$ 2,000.00
8130 • Production Supplies	3,000.00	\$ 5,700.00	\$ 3,900.00
81?? • Closed Captioning	3,000.00	\$ 3,000.00	\$ 4,000.00
8122 • Tightrope	1,200.00	\$ 2,400.00	\$ 3,400.00
8150 • Program Acquisitions	500.00	\$ 3,000.00	\$ 3,000.00

Sacramento Educational Cable Consortium

2020-2021 PROPOSED BUDGET

	Projected YE	2019-2020 BUDGET	2020-2021 Budget
8170 · Conference and Seminars	500.00	\$ 2,000.00	\$ 1,000.00
8190 · Travel	700.00	\$ 4,000.00	\$ 3,000.00
8200 · Mileage	4,000.00	\$ 5,000.00	\$ 5,000.00
8210 · Entry Fees, Dues, Books & Subs	150.00	\$ 500.00	\$ 500.00
8290 · Prod Equip SMCTC Capital (PEG)	95,243.00	\$ 85,000.00	
8275 · SEVA Studio Labs SMCTC/PEG	60,000.00	\$ 60,000.00	
803? · Office Equipment/PEG	4,000.00	\$ 8,000.00	
8031 · Office Equipment	4,000.00	\$ 4,000.00	\$ 2,000.00
9001 · Award Night	10,000.00	\$ 10,000.00	\$ 10,000.00
8110 · Legal services	0.00	\$ 1,000.00	\$ 2,000.00
8245 · BESTNet Construction Expense			
8246 · BESTNet Construction non-budget			
8400 · Website Development Costs	1,000.00	\$ 2,500.00	\$ 2,500.00
Total Expense	849,053.00	\$ 874,200.00	\$ 745,720.00
Net Income	41,192.66	\$ 1,030,114.30	\$ 5,490.00

CHANNEL LICENSEE NAME: Sacramento Educational Cable Consortium (SECC)							
Fiscal Year 2020-21 Funding Requests (Operations & PEG Equipment/Facilities)							
Description	Equipment Description (if applicable)	GENERAL FUND		PEG FEE FUND			GRAND TOTAL
		Operations / Capital Fac. / Equip. Base	GENERAL FUND TOTAL	PEG Equipment / Facilities Base	One-Time PEG Equipment	PEG FEE FUND TOTAL	
General Fund: Operations Base	General Operations/salaries/supplies	\$ 403,411.00	\$ 403,411.00			\$ -	\$ 403,411.00
General Fund: Operations Base	General Operations to use for BESTNet	\$ 73,279.00	\$ 73,279.00			\$ -	\$ 73,279.00
General Fund: Capital Facilities/Equip Base		\$0.00	\$0.00			\$ -	\$ -
PEG Fee Fund: Capital Facilities/Equip Base	Facilities/Equipment Base			\$11,882.00		\$ 11,882.00	\$11,882.00
PEG Fee Fund: Capital Facilities/Equip Base	Rent			\$44,538.00		\$ 44,538.00	\$44,538.00
TOTAL FISCAL YEAR 2020-21 FUNDING REQUEST:			\$ 476,690.00			\$ 56,420.00	\$ 533,110.00

Elizabeth Rhodes
 Signature

Elizabeth Rhodes, Executive Director
 Name & Title

April 30, 2020
 Date



SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

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

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

AGENDA ITEM NO. 3

DATE: June 18, 2020
TO: Chair and Board of Directors
FROM: Robert A. Davison, Executive Director
SUBJECT: COVID-19 EDUCATION RAPID RESPONSE PROPOSAL (ATRIUM 916)

RECOMMENDATION:

It is recommended the Board approve the COVID-19 Education Rapid Response Proposal subject to the following requirements:

- Approve an amount up to \$100,000 but only to the extent that the City of Sacramento (City) provides or procures matching funds, on a dollar for dollar basis.
- That the grant is subject to execution of an agreement between Atrium 916 and the Commission, or a Memorandum of Understanding between the Commission and the City of Sacramento, approved by Commission Legal Counsel and executed by the Executive Director that is consistent with the terms set forth in this staff report and the attached Proposal.

DISCUSSION:

Staff received a budget 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 is related to the current 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 (501c3), and for-profit production company Unleashed Productions, would 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 would put out a call to artist to submit original content.
- Atrium would prepare the content into bundles for SMCTC PEG channels.
- Artist would be paid per second for the content that is selected through Atrium.
- It is assumed that the average content created would be 5 minutes, keeping the content short for audience engagement and to include more artists in the program.
- It is estimated that artists would be paid at \$120 per minute and the proposed Commission grant would pay for approximately 100 projects - and more with funding requested from the City.
- Content would be bundled into 20 half-hour episodes.

The amount requested is \$100,000 which would fund the following:

- | | |
|--|-----------|
| • Infrastructure to procure content and pay Artists | \$25,000 |
| • Direct payments to Artist | \$60,000 |
| • Insurance and other items necessary to meet legal and insurance requirements | \$ 12,000 |
| • Marketing and promotional materials | \$ 3,000 |

In reviewing this request, staff held a Zoom meeting with Commissioner Pollo, and representatives from Mayor Steinberg and Council Member/Commissioner Hansen's office. The attached Proposal was revised to include more details as discussed in the meeting. In addition, the following are some of the questions asked and the responses:

Will the money be used in conjunction with money from the City of Sacramento?

Response: It was not certain at this time but there would likely be City of Sacramento money. Also, there was potential that the City of Sacramento could obtain CARES Act money. This item would likely be discussed in a June City Council meeting.

If in conjunction with the City of Sacramento – how much would the City be providing?

Response: The amount was unknown, but as a starting point, the City will ask the same amount as in the Proposal sent to the Commission (\$100,000). This would help expand the program to cover the entire City of Sacramento, the unincorporated County, and the other cities in the County.

How many local artists will be contacted through the call to artist?

Response: Contacts would be wide across the greater Sacramento Area with the hope of reaching 1,000 artists from all sectors (not just film) working closely with Sacramento 365, Office of Arts and Culture for the City of Sacramento, Economic Development in Rancho Cordova, and other offices the Commission recommends.

What infrastructure exists at the Atrium now; please elaborate on the type of infrastructure needed at the Atrium in the proposal?

Response: The Atrium initially started as a program of Unleashed Productions - a production company for documentaries and commercials that works out of Los Angeles, San Francisco and Sacramento. The Atrium has a stable of over 350 artists and works closely with the local film organizations. The Atrium will build an online portal to procure content from local creatives, along with guidelines to follow and service line to help creatives bring their best content. This call to action will require a marketing campaign to drive participation (with limited budget this campaign will be limited to non-paid advertising), and additional staff hours to review and provide feedback to creatives as a learning opportunity to improve and hone their product levels.

Why is Access Sacramento licensing the programs instead of say one of our other channel licensees?

Response: Access Sacramento was approached first because they are in Commissioner/Council Member Guerra's district and he wanted them to be considered first but all Commission Channel Licensees can use the content. There is a willingness to reach out to the other Licensees in addition to Access Sacramento.

The Proposal and responses to questions answered Commission staff's concerns regarding whether the Proposal was of greater benefit to the City of Sacramento than to the other member agencies and whether the content would be available to Channel Licensees in addition to Access Sacramento.

While this request is not the typical grant request, there is merit to payment to artists not working during the COVID-19 emergency and to the enrichment content that is created that will be aired on Access Sacramento and possibly other PEG Channels.

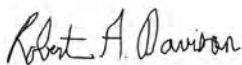
However, staff does not think that the Commission should be the only funding source for this effort, and since City of Sacramento officials are requesting this funding, staff is recommending that the Commission approve matching funds on a dollar for dollar basis to that provided by or procured by the City of Sacramento.

RECOMMENDATION:

It is recommended the Board approve the COVID-19 Education Rapid Response Proposal subject to the following requirements:

- Approve an amount up to \$100,000 but only to the extent that the City of Sacramento provides or procures matching funds, on a dollar for dollar basis.
- That the grant is subject to execution of an agreement between Atrium and the Commission, or a Memorandum of Understanding between the Commission and the City of Sacramento, approved by Commission legal counsel and executed by the Executive Director that is consistent with the terms set forth in this report and the attached Proposal.

Respectfully submitted,



Digitally signed by Robert A. Davison
Date: 2020.06.05 12:01:22 -07'00'

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

Attachment:
COVID-19 Education Rapid Response Proposal (Revised 5-26-2020)

COVID-19 Education Rapid Response Proposal: SacCO-AX (Sacramento County Cable Arts Exchange)

Executive Summary:

The Office of Mayor Darrell Steinberg, the Office of Councilmember Eric Guerra, the Office of Councilmember Steve Hansen, Unleashed Productions and Atrium 916 are seeking funding to provide artists a way to earn some income while unable to work during the COVID-19 public health crisis. In addition, the content created will provide a valuable public service to parents accessing enrichment content in the home while school systems adjust to health and safety requirements of the near future. The Atrium, a 501c3 creative innovation center for sustainability would work with The City of Sacramento, to curate short form enrichment media content suitable for young minds from local makers and creators, shown on local cable commission assets like Access Sacramento and other interested stations. It is the intention of the partners in this to also seek funding from the City of Sacramento to complement the funding provided by the Sacramento Metropolitan Cable Television Commission (SMCTC) which would allow this proposal to serve even more artists and families across the city and county.

Program Operation:

Upon approval of proposal, Atrium 916 would put a call out to artists with specific instructions and begin amassing content created specifically for this proposal using their county-wide network of makers, creators, and artists. Creatives that want to participate would submit original content and The Atrium would curate the content into program appropriate bundles for SMCTC assets to license and broadcast in the way that leverages and complements other content already being broadcast. The Atrium will pay each creative per second of high-quality content that has been approved and made part of a bundle that has been licensed. This allows our local makers and creators to maintain creative control over their content for the future. Also, as part of the bundling, Atrium would also include a title card and end card to every package of content with SMCTC sponsorship recognition. Atrium would provide access to this content on their website, <https://atrium916.com/>. Atrium would work with SMCTC assets to determine the regularity and amount of content needed for broadcast. Atrium would handle all the accounting for determining payments to artists based on use and selection.

Budget:

Expenditure	Budget Estimate
Infrastructure to procure creative content and manage payment	\$25,000
Payment to Creatives (Content, Music, Graphics, Editors, Animation)	\$60,000
E&O insurance & additional Deliverables needed	\$12,000
Marketing and promotional materials	\$3,000
Estimated total for 20 half hour episodes (25min)	\$100,000

See page 2 for a detailed description of each line item.

Budget Item Descriptions:

Infrastructure to procure creative content and manage payments: This line item would help create a structure to ensure that quality content is provided to SMCTC assets and that there is clear accountability built into the program. Atrium would need to develop a portal on their existing website to procure and manage submissions from creatives that respond to the call to artists. In addition to managing payment and bundling the creative content, Atrium also wants to use this opportunity to help creatives improve by providing staff that will review submissions and provide feedback to creatives not chosen to help them hone their production and presentation skills.

Payment to creatives (content, music, graphics, editors, animation): This funding would be used to pay creatives for providing content. We assume that most content may run on average 5 minutes. Atrium plans to keep content short for improved audience engagement and to include as many creatives as possible. Using the average five minute run-time of content, this funding would be able to pay for approximately 100 projects. If the amount of projects an individual creative can provide is limited to two projects then this funding could pay between 100-200 creatives and potentially much more if additional funding from other sources is made available.

- 20 episodes x 25 min per episode = total minutes of content = 500
- \$60K / (20 episodes x 25 min per episode) = \$60k/ 500 minutes = \$120 per minute
- \$120 / 60 sec = \$2 per second

Artists will be paid through the nonprofit - either by bank cheque, Venmo or PayPal and will fill out a W9 form and the SMCTC will receive a detailed report on the project once complete.

E&O insurance & additional deliverables needed: Atrium will meet whatever insurance requirements are necessary to sign an MOU with SMCTC to execute this proposal. Beyond general liability insurance, Errors and Omissions insurance is necessary to protect the artists that create the content and who ever airs the content. An E&O insurance quote can be submitted to SMCTC for review once available based on the standard process for obtaining E&O insurance once the content is created. Additional deliverables include items needed to satisfy clearance attorneys and insurance, this may be tracking down documents, talent or location releases that creatives may not have acquired.

Marketing and promotional materials: To promote this project and its partners, Atrium will need to develop assets to create professional and high-quality productions. This could include an electronic press kit, still photography, copy writing, video editing, sound design and computer animation. To be clear, these are assets that will be used to frame, promote, and create a consistent look and feel to the programming. More importantly this money would also be going to creatives and boosting the project's impact on the creative economy. The creation of these assets will ensure that the effort of an unpaid guerilla-style social media campaign and any earned media will generate the impact it should.

Atrium 916 has a network of over 350 artists, creatives and makers and a much larger social media following from being a central figure in advocating for Sacramento's creative economy. Atrium will be working with partners like Sacramento365, Office of Arts and Culture for the City of Sacramento, Economic Development in Rancho Cordova, and SMCTC to promote the program.



SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

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

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

AGENDA ITEM NO. 4

DATE: June 18, 2020

TO: Chair and Board of Directors

FROM: Robert A. Davison, Executive Director

SUBJECT: **RESOLUTION NO. 2020-006, APPROVING THE TENTH AMENDMENT TO THE LICENSE AND OPERATIONS AGREEMENTS PERTAINING TO USE OF COMMUNITY PROGRAMMING CHANNEL(S)**

RECOMMENDATION:

It is recommended the Board adopt Resolution No. 2020-006, Approving the Tenth 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

Agenda Item No. 4

Resolution No. 2020-006, Approving the Tenth 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. 2020-006, Approving the Tenth Amendment to the License and Operations Agreements Pertaining to Use of Community Programming Channel Licensees, with an amended term ending June 30, 2021.

Respectfully submitted,



Digitally signed by Robert A. Davison
Date: 2020.06.05 12:00:11 -07'00'

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

Attachments:

Resolution No. 2020-006, Approving the Tenth Amendment to the License and Operations Agreements Pertaining to Use of Community Programming Channel(s)

License and Operations Agreement Pertaining to Use of Community Programming Channel(s) – Access Sacramento

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

RESOLUTION NO. 2020-006

RESOLUTION APPROVING THE PRO FORMA TENTH 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; and

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.

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 Tenth Amendment to the License and Operations Agreement Pertaining to Use of Community Programming Channel(s);

FURTHER, BE IT RESOLVED AND ORDERED that the Executive Director is authorized and directed to prepare the Tenth Amendment to the License and Operations Agreements for the Sacramento Community Cable Foundation DBA Access Sacramento, KVIE, Inc., Interfaith Council of Greater Sacramento DBA Sacramento Faith TV, and the Sacramento Educational Cable Consortium, with an amended term ending June 30, 2021.

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

On a motion by Director _____, seconded by Director _____, the foregoing Resolution was passed and adopted by the Board of Directors of the Sacramento Metropolitan Cable Television Commission this 18th day of June 2020, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chair of the Board

ATTEST:

Clerk of the Board

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



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

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

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

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

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

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

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

THEREFORE, THE PARTIES AGREE:

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

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

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

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

2. Term of License; License Fee; Renewal.

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

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

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

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

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

5. Funding Process; No Funding Guaranteed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Indemnification. Grantee shall, at its sole expense, fully indemnify, defend and hold harmless the SMCTC, the County of Sacramento and the municipalities of Sacramento, Folsom, Galt, Elk Grove, Citrus Heights and Rancho Cordova, and any other municipality within the County of Sacramento that is a member of the Cable Television Commission, and in their capacity as such, the officers, agents and employees thereof, from and against any and all claims, suits, actions, liability and judgments for damages including reasonable attorney's fees or otherwise:

(1) For actual or alleged injury to persons or property, including loss of use of property due to an occurrence, whether or not such property is physically damaged or destroyed, in any way arising out of or through or alleged to arise out of or through the acts or omissions of the Grantee or its officers, agents, employees, or contractors or to which the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13 Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

Dated: 11/6/03

Sacramento Metropolitan Cable
Television Commission

By: [Signature]
Chairman

Attest:

[Signature]
Secretary

Dated: 12/2/03

Sacramento Community Cable
Foundation, DBA Access Sacramento

By: [Signature]
Its: Executive Director

Exhibit A - Policies for Community Programming Licensees

Exhibit B - Policies for Community Programming Insurance Requirements

Exhibit A: Policies for Community Programming Licensees

GENERAL POLICY

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

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

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

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

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

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

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

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

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

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

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

Copyright Clearance.

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

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

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

Distribution Rights.

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

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

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

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

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

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

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

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

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

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

Exhibit B. Policies for Community Programming Insurance Requirements

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

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

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

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

(1) General Liability:

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

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

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

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

(1) COMMERCIAL GENERAL LIABILITY AND COMMERCIAL AUTOMOBILE COVERAGES.

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

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

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

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

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

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



SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

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

AGENDA ITEM NO. 5

DATE: June 18, 2020

TO: Chair and Board of Directors

FROM: Robert A. Davison, Executive Director

SUBJECT: REVIEW OF FRANCHISE & PEG FEES REMITTED BY AT&T, INC. FOR CALENDAR YEARS 2018 AND 2019

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 Calendar Years 2018 & 2019.

BACKGROUND/DISCUSSION:

The attached review of the franchise and public, educational, government (PEG) fees remitted to the Commission by AT&T for Calendar Years 2018 and 2019 was performed by Carolyn Sculco with Ashpaugh & Sculco, CPAs, PLC (A&S) in April 2020; in accordance with AT&T's state franchise under the Digital Infrastructure and Video Competition Act of 2006 (DIVCA); to solely assist 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:

Description	Franchise Fees	PEG Fees	Total Underpayment due to SMCTC
Total Amount Due Before Interest	\$40,947	\$8,208	\$49,155
Interest Charges	\$ 2,735	\$ 682	\$ 3,417
Total Amount Due With Interest	\$43,682	\$ 8,890	\$52,572

The Commission issued a demand of payment letter to AT&T on April 15, 2020, informing them of the underpayment. The Commission received a check in the amount of \$52,572 from AT&T on April 23, 2020.

NOTE: The \$43,682 of underpayment in Franchise fees is included in the Commission's Fiscal Year 2020-21 Preliminary General Fund (094A) Budget, and the \$8,890 of underpayment of PEG fees is included in the Fiscal Year 2020-21 Preliminary PEG Fee Fund (094B) Budget.

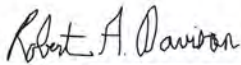
Agenda Item No. 5

Review of Franchise & PEG Fees Remitted by AT&T, Inc. for Calendar Years 2018 & 2019

Page 2

It is recommended the Board receive and file this report. The Commission will continue the practice of conducting biennial audits of franchise and PEG fees remitted by AT&T, Inc.

Respectfully submitted,



Digitally signed by Robert A. Davison
Date: 2020.06.05 11:48:27 -07'00'

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

Attachment:

Review of Franchise & PEG Fees Remitted by AT&T, Inc. for Calendar Years 2018 & 2019



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

April 15, 2020

Robert Davison, Executive Director
Sacramento Metropolitan Cable TV Commission
799 G Street, 4th 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 Years 2018 and 2019

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, 2018 through December 31, 2019, 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 \$52,572, 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, 2018 through December 31, 2019 (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 \$52,572. 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
	<u>Adjustments</u>			
1	Late Fees	\$24,701	\$4,940	\$29,641
2	Convenience Fees	794	159	952
3	Returned Check Charges	351	89	440
4	Credit Adjustments	14,127	2,825	16,953
5	Home Shopping	(453)	(91)	(544)
6	Advertising Revenues	1,427	286	1,713
7	Total Adjustments	\$40,947	\$8,208	\$49,155
8	Interest Charges	2,735	682	3,417
9	Total Amount Due to SMCTC	\$43,682	\$8,891	\$52,572

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 1)

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 2)

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 3)

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 4)

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.

Home Shopping Revenues (Line 5)

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

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 8)

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 April 30, 2020 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 April 30, 2020. 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 \$52,572 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

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

AGENDA ITEM NO. 6

DATE: June 18, 2020
TO: Chair and Board of Directors
FROM: Robert A. Davison, Executive Director
SUBJECT: **CALENDAR YEAR 2020 INVESTMENT POLICY FOR THE POOLED INVESTMENT FUND**

RECOMMENDATION:

It is recommended the Board receive and file the County of Sacramento's Calendar Year 2020 Investment Policy for the Pooled Investment Fund.

BACKGROUND/DISCUSSION:

Since 1987, the County of Sacramento's Director of Finance has submitted a statement of investment policy for the *Pooled Investment Fund* to the County Board of Supervisors for consideration and adoption. The Board of Supervisors approved the attached **Calendar Year 2020 Investment Policy for the Pooled Investment Fund** on December 17, 2019.

As stipulated on the County's Department of Finance memo (January 21, 2020), the Calendar Year 2020 Investment Policy removes the \$10 million limit on investments made through the Community Reinvestment Act Program - to allow for more deposits in the program - without increasing risk or compromising policy objectives.

RECOMMENDATION:

As the Commission is a participant in the County's Pooled Investment Fund, the County recommends the Commission's Board receive and file the enclosed Calendar Year 2020 Investment Policy of the Pooled Investment Fund at this regular Board meeting. Your action to receive and file the Policy constitutes consideration at a public meeting, as recommended by Government Code Section 53646(a)(2).

Respectfully submitted,

Digitally signed by Robert A. Davison
Date: 2020.06.05 11:50:06 -07'00'

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

Attachment:
Calendar Year 2020 Investment Policy for the Pooled Investment Fund

Department of Finance

Ben Lamera
Director



County of Sacramento

Divisions

Administration
Auditor-Controller
Consolidated Utilities Billing & Service
Investments
Tax Collection & Business Licensing
Treasury

January 21, 2020

To: Pooled Investment Fund Participant Agency Board Chairs

Subject: **CALENDAR YEAR 2020 INVESTMENT POLICY FOR THE POOLED INVESTMENT FUND**

Since 1987, the Director of Finance has submitted a statement of investment policy to the Sacramento County Board of Supervisors for consideration and adoption. The Board of Supervisors approved the enclosed calendar year 2020 investment policy on December 17, 2019.

The 2020 investment policy removes the \$10 million limit on investments made through the Community Reinvestment Act Program to allow for more deposits in the program without increasing risk or compromising policy objectives.

I recommend that the legislative body of your agency receive and file the enclosed Sacramento County Annual Investment Policy of the Pooled Investment Fund — Calendar Year 2020 at its next regular meeting. Your action to receive and file the policy constitutes consideration at a public meeting as recommended by Government Code section 53646(a)(2). The investment policy is also available on the Department of Finance – Investment Division webpage at www.finance.saccounty.net/investments.

The following investment-related reports are also available on the Investment Division webpage:

- Pooled Investment Fund Monthly Review
- Quarterly Pooled Investment Fund Report
- Non-Pooled Investment Funds Portfolio Report

If you have any questions about the investment policy or management of the Pooled Investment Fund portfolio, please call me at (916) 874-6744 or Chief Investment Officer Bernard Santo Domingo at (916) 874-7320.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Lamera", is written over a blue ink signature line.

Ben Lamera
Director of Finance

Enclosure



SACRAMENTO COUNTY

**Annual Investment Policy
of the Pooled Investment Fund**

CALENDAR YEAR 2020

*Approved by the
Sacramento County Board of Supervisors*

December 17, 2019
Resolution No. 2019-0856

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Annual Investment Policy of the Pooled Investment Fund

CALENDAR YEAR 2020

I. Authority

Under the Sacramento County Charter, the Board of Supervisors established the position of Director of Finance and by ordinance will annually review and renew the Director of Finance's authority to invest and reinvest all the funds in the County Treasury.

II. Policy Statement

This Investment Policy (Policy) establishes cash management and investment guidelines for the Director of Finance, who is responsible for the stewardship of the Sacramento County Pooled Investment Fund. Each transaction and the entire portfolio must comply with California Government Code and this Policy. All portfolio activities will be judged by the standards of the Policy and its investment objectives. Activities that violate its spirit and intent will be considered contrary to the Policy.

III. Standard of Care

The Director of Finance is the Trustee of the Pooled Investment Fund and therefore, a fiduciary subject to the prudent investor standard. The Director of Finance, employees involved in the investment process, and members of the Sacramento County Treasury Oversight Committee (Oversight Committee) shall refrain from all personal business activities that could conflict with the management of the investment program. All individuals involved will be required to report all gifts and income in accordance with California state law. When investing, reinvesting, purchasing, acquiring, exchanging, selling and managing public funds, the Director of Finance shall act with care, skill, prudence, and diligence to meet the aims of the investment objectives listed in Section IV, Investment Objectives.

IV. Investment Objectives

The Pooled Investment Fund shall be prudently invested in order to earn a reasonable return, while awaiting application for governmental purposes. The specific objectives for the Pooled Investment Fund are ranked in order of importance.

A. Safety of Principal

The preservation of principal is the primary objective. Each transaction shall seek to ensure that capital losses are avoided, whether they be from securities default or erosion of market value.

B. Liquidity

As a second objective, the Pooled Investment Fund should remain sufficiently flexible to enable the Director of Finance to meet all operating requirements that may be reasonably anticipated in any depositor's fund.

C. Public Trust

In managing the Pooled Investment Fund, the Director of Finance and the authorized investment traders should avoid any transactions that might impair public confidence in Sacramento County and the participating local agencies. Investments should be made with precision and care, considering the probable safety of the capital as well as the probable income to be derived.

D. Maximum Rate of Return

As the fourth objective, the Pooled Investment Fund should be designed to attain a market average rate of return through budgetary and economic cycles, consistent with the risk limitations, prudent investment principles and cash flow characteristics identified herein. For comparative purposes, the State of California Local Agency Investment Fund (LAIF) will be used as a performance benchmark. The Pooled Investment Fund quarterly performance benchmark target has been set at or above LAIF's yield. This benchmark was chosen because LAIF's portfolio structure is similar to the Pooled Investment Fund.

V. Pooled Investment Fund Investors

The Pooled Investment Fund investors are comprised of Sacramento County, school and community college districts, districts directed by the Board of Supervisors, and independent special districts whose treasurer is the Director of Finance. Any local agencies not included in this category are subject to California Government Code section 53684 and are referred to as outside investors.

VI. Implementation

In order to provide direction to those responsible for management of the Pooled Investment Fund, the Director of Finance has established this Policy and will provide it to the Oversight Committee and render it to legislative bodies of local agencies that participate in the Pooled Investment Fund. In accordance with California Government Code section 53646, et seq., the Board of Supervisors shall review and approve this Policy annually.

This Policy provides a detailed description of investment parameters used to implement the investment process and includes the following: investable funds; authorized instruments; prohibited investments; credit requirements; maximum maturities and concentrations; repurchase agreements; Community Reinvestment Act Program; criteria and qualifications of broker/dealers and direct issuers; investment guidelines, management style and strategy; Approved Lists; and calculation of yield and costs.

VII. Internal Controls

The Director of Finance shall establish internal controls to provide reasonable assurance that the investment objectives are met and to ensure that the assets are protected from loss, theft, or misuse. To assist in implementation and internal controls, the Director of Finance has established an Investment Group and a Review Group.

The Investment Group, which is comprised of the Director of Finance and his/her designees, is responsible for maintenance of the investment guidelines and Approved Lists. These guidelines and lists can be altered daily, if needed, to adjust to the ever-changing financial markets. The guidelines can be more conservative or match the policy language. In no case can the guidelines override the Policy.

The Review Group, which is comprised of the Director of Finance and his/her designees, is responsible for the monthly review and appraisal of all the investments purchased by the Director of Finance and staff. This review includes bond proceeds, which are invested separately from the Pooled Investment Fund and are not governed by this Policy.

The Director of Finance shall establish a process for daily, monthly, quarterly, and annual review and monitoring of the Pooled Investment Fund activity. The following articles, in order of supremacy, govern the Pooled Investment Fund:

1. California Government Code
2. Annual Investment Policy
3. Current Investment Guidelines
4. Approved Lists (see page 9, Section IX.K)

The Director of Finance shall review the daily investment activity and corresponding bank balances.

Monthly, the Review Group shall review all investment activity and its compliance to the corresponding governing articles and investment objectives.

Quarterly, the Director of Finance will provide the Oversight Committee with a copy of the Pooled Investment Fund activity and its compliance to the annual Policy and California Government Code.

Annually, the Oversight Committee shall cause an annual audit of the activities within the Pooled Investment Fund to be conducted to determine compliance to the Policy and California Government Code. This audit will include issues relating to the structure of the investment portfolio and risk.

All securities purchased, with the exception of bank deposits, money market mutual funds, and LAIF, shall be delivered to the independent third-party custodian selected by the Director of Finance. This includes all collateral for repurchase agreements. All trades, where applicable, will be executed by delivery versus payment by the designated third-party custodian.

VIII. Sacramento County Treasury Oversight Committee

In accordance with California Government Code section 27130 et seq., the Board of Supervisors, in consultation with the Director of Finance, has created the Sacramento County Treasury Oversight Committee (Oversight Committee). Annually, the Director of Finance shall prepare an Investment Policy that will be forwarded to and monitored by the Oversight Committee and rendered to Boards of all local agency participants. The Board of Supervisors shall review and approve the Policy during public session. Quarterly, the Director of Finance shall provide the Oversight Committee a report of all investment activities of the Pooled Investment Fund to ensure compliance to the Policy. Annually, the Oversight Committee shall cause an audit to be conducted on the Pooled Investment Fund. The meetings of the Oversight Committee shall be open to the public and subject to the Ralph M. Brown Act.

A member of the Oversight Committee may not be employed by an entity that has contributed to the campaign of a candidate for the office of local treasurer, or contributed to the campaign of a candidate to be a member of a legislative body of any local agency that has deposited funds in the county treasury, in the previous three years or during the period that the employee is a member of the Oversight Committee. A member may not directly or indirectly raise money for a candidate for local treasurer or a member of the Sacramento County Board of Supervisors or governing board of any local agency that has deposited funds in the county treasury while a member of the Oversight Committee. Finally, a member may not secure employment with, or be employed by bond underwriters, bond counsel, security brokerages or dealers, or financial services firms, with whom the treasurer is doing business during the period that the person is a member of the Oversight Committee or for one year after leaving the committee.

The Oversight Committee is not allowed to direct individual investment decisions, select individual investment advisors, brokers or dealers, or impinge on the day-to-day operations of the Department of Finance treasury and investment operations.

IX. Investment Parameters

A. Investable Funds

Total Investable Funds (TIF) for purposes of this Policy are all Pooled Investment Fund moneys that are available for investment at any one time, including the estimated bank account float. Included in TIF are funds of outside investors, if applicable, for which the Director of Finance provides investment services. Excluded from TIF are all funds held in separate portfolios.

The Cash Flow Horizon is the period in which the Pooled Investment Fund cash flow can be reasonably forecasted. This Policy establishes the Cash Flow Horizon to be one (1) year.

Once the Director of Finance has deemed that the cash flow forecast can be met, the Director of Finance may invest funds with maturities beyond one year. These securities will be referred to as the Core Portfolio.

B. Authorized Investments

Authorized investments shall match the general categories established by the California Government Code sections 53601 et seq. and 53635 et seq. Authorized investments shall include, in accordance with California Government Code section 16429.1, investments into LAIF. Authorization for specific instruments within these general categories, as well as narrower portfolio concentration and maturity limits, will be established and maintained by the Investment Group as part of the Investment Guidelines. As the California Government Code is amended, this Policy shall likewise become amended.

C. Prohibited Investments

No investments shall be authorized that have the possibility of returning a zero or negative yield if held to maturity. These shall include inverse floaters, range notes, and interest only strips derived from a pool of mortgages.

All legal investments issued by a tobacco-related company are prohibited. A tobacco-related company is defined as an entity that makes smoking products from tobacco used in cigarettes, cigars, or snuff or for smoking in pipes. The tobacco-related issuers restricted from any investment are any component companies in the Dow Jones U.S. Tobacco Index or the NYSE Arca Tobacco Index. Annually the Director of Finance and/or his designee will update the list of tobacco-related companies.

D. Credit Requirements

Except for municipal obligations and Community Reinvestment Act (CRA) bank deposits and certificates of deposit, the issuer's short-term credit ratings shall be at or above A-1 by Standard & Poor's, P-1 by Moody's, and, if available, F1 by Fitch, and the issuer's long-term credit ratings shall be at or above A by Standard & Poor's, A2 by Moody's, and, if available, A by Fitch. There are no credit requirements for Registered State Warrants. All other municipal obligations shall be at or above a short-term rating of SP-1 by Standard & Poor's, MIG1 by Moody's, and, if available, F1 by Fitch. In addition, domestic banks are limited to those with a Fitch Viability rating of a or better, without regard to modifiers. The Investment Group is granted the authority to specify approved California banks with Fitch Viability ratings of bbb+ but they must have a Support rating of 1 where appropriate. Foreign banks with domestic licensed offices must have a Sovereign rating of AAA from Standard and Poor's, Moody's, or Fitch and a Fitch Viability rating of a or better, without regard to modifiers; however, a foreign bank may have a rating of bbb+ but they must have a Support rating of 1. Domestic savings banks must be rated a or better, without regard to modifiers, or may have a rating of bbb+ but they must have a Support rating of 1.

Community Reinvestment Act Program Credit Requirements

Maximum Amount	Minimum Requirements
Up to the FDIC- or NCUSIF-insured limit for the term of the deposit	<u>Banks</u> — FDIC Insurance Coverage
	<u>Credit Unions</u> — NCUSIF Insurance Coverage <i>Credit unions are limited to a maximum deposit of the NCUSIF-insured limit since they are not rated by nationally recognized rating agencies and are not required to provide collateral on public deposits.</i>
Over the FDIC- or NCUSIF-insured limit	<p>(Any 2 of 3 ratings)</p> <p>S&P: A-2 Moody's: P-2 Fitch: F-2</p> <p>OR</p> <p>Through a private sector entity that assists in the placement of deposits to achieve FDIC insurance coverage of the full deposit and accrued interest.</p> <p>Collateral is required</p>

Eligible banks must have Community Reinvestment Act performance ratings of “satisfactory” or “outstanding” from each financial institution’s regulatory authority. In addition, deposits greater than the federally-insured amount must be collateralized. Banks must place securities worth between 110% and 150% of the value of the deposit with the Federal Reserve Bank of San Francisco, the Home Loan Bank of San Francisco, or a trust bank.

Since credit unions do not have Community Reinvestment Act performance ratings, they must demonstrate their commitment to meeting the community reinvestment lending and charitable activities, which are also required of banks.

All commercial paper and medium-term note issues must be issued by corporations operating within the United States and having total assets in excess of one billion dollars (\$1,000,000,000).

The Investment Group may raise these credit standards as part of the Investment Guidelines and Approved Lists. Appendix A provides a Comparison and Interpretation of Credit Ratings by Standard & Poor’s, Moody’s, and Fitch.

E. Maximum Maturities

Due to the nature of the invested funds, no investment with limited market liquidity should be used. Appropriate amounts of highly-liquid investments, such as Treasury and Agency securities, should be maintained to accommodate unforeseen withdrawals.

The maximum maturity, determined as the term from the date of ownership to the date of maturity, for each investment shall be established as follows:

U.S. Treasury and Agency Obligations	5 years
Washington Supranational Obligations ¹	5 years
Municipal Notes	5 years
Registered State Warrants	5 years
Bankers Acceptances	180 days
Commercial Paper	270 days
Negotiable Certificates of Deposit	180 days
CRA Bank Deposit/Certificates of Deposit	1 year
Repurchase Agreements	1 year
Reverse Repurchase Agreements	92 days
Medium-Term Corporate Notes	180 days
Collateralized Mortgage Obligations	180 days

The Investment Group may reduce these maturity limits to a shorter term as part of the Investment Guidelines and the Approved Lists.

The ultimate maximum maturity of any investment shall be five (5) years. The dollar-weighted average maturity of all securities shall be equal to or less than three (3) years.

F. Maximum Concentrations

No more than 80% of the portfolio may be invested in issues other than United States Treasuries and Government Agencies. The maximum allowable percentage for each type of security is set forth as follows:

U.S. Treasury and Agency Obligations	100%
Municipal Notes	80%
Registered State Warrants	80%
Bankers Acceptances	40%
Commercial Paper	40%
Washington Supranational Obligations	30%
Negotiable Certificates of Deposit and CRA Bank Deposit/Certificates of Deposit	30%
Repurchase Agreements	30%
Reverse Repurchase Agreements	20%
Medium-Term Corporate Notes	30%
Money Market Mutual Funds	20%
Collateralized Mortgage Obligations	20%
Local Agency Investment Fund (LAIF)	(per State limit)

The Investment Group may reduce these concentrations as part of the Investment Guidelines and the Approved Lists.

¹ The International Bank for Reconstruction and Development, International Finance Corporation, and Inter-American Development Bank.

No more than 10% of the portfolio, except Treasuries and Agencies, may be invested in securities of a single issuer including its related entities.

Where a percentage limitation is established above, for the purpose of determining investment compliance, that maximum percentage will be applied on the date of purchase.

G. Repurchase Agreements

Under California Government Code section 53601, paragraph (j) and section 53635, the Director of Finance may enter into Repurchase Agreements and Reverse Repurchase Agreements. The maximum maturity of a Repurchase Agreement shall be one year. The maximum maturity of a reverse repurchase agreement shall be 92 days, and the proceeds of a reverse repurchase agreement may not be invested beyond the expiration of the agreement. The reverse repurchase agreement must be "matched to maturity" and meet all other requirements in the code.

All repurchase agreements must have an executed Sacramento County Master Repurchase Agreement on file with both the Director of Finance and the Broker/Dealer. Repurchase Agreements executed with approved broker-dealers must be collateralized with either: (1) U.S. Treasuries or Agencies with a market value of 102% for collateral marked to market daily; or (2) money market instruments which are on the Approved Lists of the County and which meet the qualifications of the Policy, with a market value of 102%. Since the market value of the underlying securities is subject to daily market fluctuations, investments in repurchase agreements shall be in compliance if the value of the underlying securities is brought back up to 102% no later than the next business day. Use of mortgage-backed securities for collateral is not permitted. Strictly for purposes of investing the daily excess bank balance, the collateral provided by the Sacramento County's depository bank can be Treasuries or Agencies valued at 110%, or mortgage-backed securities valued at 150%.

H. Community Reinvestment Act Program

The Director of Finance has allocated within the Pooled Investment Fund, a maximum of \$90 million for the Community Reinvestment Act Program to encourage community investment by financial institutions, which includes community banks and credit unions, and to acknowledge and reward local financial institutions which support the community's financial needs. The Director of Finance may increase this amount, as appropriate, while staying within the investment policy objectives and maximum maturity and concentration limits. The eligible banks and savings banks must have Community Reinvestment Act performance ratings of "satisfactory" or "outstanding" from each financial institution's regulatory authority. The minimum credit requirements are located on page 5 of Section IX.D.

I. Criteria and Qualifications of Brokers/Dealers and Direct Issuers

All transactions initiated on behalf of the Pooled Investment Fund and Sacramento County shall be executed through either government security dealers reporting as primary dealers to the Market Reports Division of the Federal Reserve Bank of New York or direct issuers that directly issue their own securities which have been placed on the Approved List of

brokers/dealers and direct issuers. Further, these firms must have an investment grade rating from at least two national rating services, if available.

Brokers/Dealers and direct issuers which have exceeded the political contribution limits, as contained in Rule G-37 of the Municipal Securities Rulemaking Board, within the preceding four-year period to the Director of Finance, any member of the Board of Supervisors, or any candidate for the Board of Supervisors, are prohibited from the Approved List of brokers/dealers and direct issuers.

Each broker/dealer and direct issuer will be sent a copy of this Policy and a list of those persons authorized to execute investment transactions. Each firm must acknowledge receipt of such materials to qualify for the Approved List of brokers/dealers and direct issuers.

Each broker/dealer and direct issuer authorized to do business with Sacramento County shall, at least annually, supply the Director of Finance with audited financial statements.

J. Investment Guidelines, Management Style and Strategy

The Investment Group, named by the Director of Finance, shall issue and maintain Investment Guidelines specifying authorized investments, credit requirements, permitted transactions, and issue maturity and concentration limits which are consistent with this Policy.

The Investment Group shall also issue a statement describing the investment management style and current strategy for the entire investment program. The management style and strategy can be changed to accommodate shifts in the financial markets, but at all times they must be consistent with this Policy and its objectives.

K. Approved Lists

The Investment Group, named by the Director of Finance, shall issue and maintain various Approved Lists. These lists are:

1. Approved Domestic Banks for all legal investments.
2. Approved Foreign Banks for all legal investments.
3. Approved Commercial Paper and Medium Term Note Issuers.
4. Approved Money Market Mutual Funds.
5. Approved Firms for Purchase or Sale of Securities (Brokers/Dealers and Direct Issuers).
6. Approved Banks / Credit Unions for the Community Reinvestment Act Program.

L. Calculation of Yield and Costs

The costs of managing the investment portfolio, including but not limited to: investment management; accounting for the investment activity; custody of the assets; managing and accounting for the banking; receiving and remitting deposits; oversight controls; and indirect and overhead expenses are charged to the investment earnings based upon actual labor hours worked in respective areas. Costs of these respective areas are accumulated by specific cost

accounting projects and charged to the Pooled Investment Fund on a quarterly basis throughout the fiscal year.

The Department of Finance will allocate the net interest earnings of the Pooled Investment Fund quarterly. The net interest earnings are allocated based upon the average daily cash balance of each Pooled Investment Fund participant.

X. Reviewing, Monitoring and Reporting of the Portfolio

The Review Group will prepare and present to the Director of Finance at least monthly a comprehensive review and evaluation of the transactions, positions, performance of the Pooled Investment Fund and compliance to the California Government Code, Policy, and Investment Guidelines.

Quarterly, the Director of Finance will provide to the Oversight Committee and to any local agency participant that requests a copy, a detailed report on the Pooled Investment Fund. Pursuant to California Government Code section 53646, the report will list the type of investments, name of issuer, maturity date, par and dollar amount of the investment. For the total Pooled Investment Fund, the report will list average maturity, the market value, and the pricing source. Additionally, the report will show any funds under the management of contracting parties, a statement of compliance to the Policy and a statement of the Pooled Investment Fund's ability to meet the expected expenditure requirements for the next six months.

Each quarter, the Director of Finance shall provide to the Board of Supervisors and interested parties a comprehensive report on the Pooled Investment Fund.

Annually, the Director of Finance shall provide to the Oversight Committee the Investment Policy. Additionally, the Director of Finance will render a copy of the Investment Policy to the legislative body of the local agencies that participate in the Pooled Investment Fund.

XI. Withdrawal Requests for Pooled Fund Investors

The Director of Finance will honor all requests to withdraw funds for normal cash flow purposes that are approved by the Director of Finance at a one dollar net asset value. Any requests to withdraw funds for purposes other than immediate cash flow needs, such as for external investing, are subject to the consent of the Director of Finance. In accordance with California Government Code Sections 27133(h) and 27136, such requests for withdrawals must first be made in writing to the Director of Finance. When evaluating a request to withdraw funds, the Director of Finance will take into account the effect of a withdrawal on the stability and predictability of the Pooled Investment Fund and the interests of other depositors. Any withdrawal for such purposes will be at the market value of the Pooled Investment Fund on the date of the withdrawal.

XII. Limits on Honoraria, Gifts, and Gratuities

In accordance with California Government Code Section 27133(d), this Policy establishes limits for the Director of Finance; individuals responsible for management of the portfolios; and members of the Investment Group and Review Group who direct individual investment decisions,

select individual investment advisors and broker/dealers, and conduct day-to-day investment trading activity. The limits also apply to members of the Oversight Committee. Any individual who receives an aggregate total of gifts, honoraria and gratuities in excess of \$50 in a calendar year from a broker/dealer, bank or service provider to the Pooled Investment Fund must report the gifts, dates and firms to the designated filing official and complete the appropriate State forms.

No individual may receive aggregate gifts, honoraria, and gratuities from any single source in a calendar year in excess of the amount specified in Section 18940.2(a) of Title 2, Division 6 of the California Code of Regulations. This limitation is \$500 for the period January 1, 2019, to December 31, 2020, and is adjusted for inflation every odd-numbered year. Any violation must be reported to the State Fair Political Practices Commission.

XIII. Terms and Conditions for Outside Investors

Outside investors may invest in the Pooled Investment Fund through California Government Code Section 53684. Their deposits are subject to the consent of the Director of Finance. The legislative body of the local agency must approve the Sacramento County Pooled Investment Fund as an authorized investment and execute a Memorandum of Understanding. Any withdrawal of these deposits must be made in writing 30 days in advance and will be paid based upon the market value of the Pooled Investment Fund. If the Director of Finance considers it appropriate, the deposits may be returned at any time to the local agency.

Appendix A

Comparison and Interpretation of Credit Ratings

Long Term Debt & Individual Bank Ratings

Rating Interpretation	Moody's	S&P	Fitch	Fitch Viability Rating
<i>Best-quality grade</i>	Aaa	AAA	AAA	aaa
<i>High-quality grade</i>	Aa1	AA+	AA+	aa+
	Aa2	AA	AA	aa
	Aa3	AA-	AA-	aa-
<i>Upper Medium Grade</i>	A1	A+	A+	a+
	A2	A	A	a
	A3	A-	A-	a-
<i>Medium Grade</i>	Baa1	BBB+	BBB+	bbb+
	Baa2	BBB	BBB	bbb
	Baa3	BBB-	BBB-	bbb-
<i>Speculative Grade</i>	Ba1	BB+	BB+	bb+
	Ba2	BB	BB	bb
	Ba3	BB-	BB-	bb-
<i>Low Grade</i>	B1	B+	B+	b+
	B2	B	B	b
	B3	B-	B-	b-
<i>Poor Grade to Default</i>	Caa	CCC+	CCC	ccc
<i>In Poor Standing</i>	-	CCC	-	
	-	CCC-	-	
<i>Highly Speculative Default</i>	Ca	CC	CC	cc
	C	-	-	c
<i>Default</i>	-	-	DDD	f
	-	-	DD	f
	-	D	D	f

Short Term / Municipal Note Investment Grade Ratings

Rating Interpretation	Moody's	S&P	Fitch
<i>Superior Capacity</i>	MIG-1	SP-1+/SP-1	F1+/F1
<i>Strong Capacity</i>	MIG-2	SP-2	F2
<i>Acceptable Capacity</i>	MIG-3	SP-3	F3

Appendix A

Short Term / Commercial Paper Investment Grade Ratings

Rating Interpretation	Moody's	S&P	Fitch
<i>Superior Capacity</i>	P-1	A-1+/A-1	F1+/F1
<i>Strong Capacity</i>	P-2	A-2	F2
<i>Acceptable Capacity</i>	P-3	A-3	F3

Fitch Support Ratings

Rating	Interpretation
1	A bank for which there is an extremely high probability of external support. The potential provider of support is very highly rated in its own right and has a very high propensity to support the bank in question. This probability of support indicates a minimum Long-Term Rating floor of 'A-'.
2	A bank for which there is a high probability of external support. The potential provider of support is highly rated in its own right and has a high propensity to provide support to the bank in question. This probability of support indicates a minimum Long-Term Rating floor of 'BBB-'.
3	A bank for which there is a moderate probability of support because of uncertainties about the ability or propensity of the potential provider of support to do so. This probability of support indicates a minimum Long-Term Rating floor of 'BB-'.
4	A bank for which there is a limited probability of support because of significant uncertainties about the ability or propensity of any possible provider of support to do so. This probability of support indicates a minimum Long-Term Rating floor of 'B'.
5	A bank for which external support, although possible, cannot be relied upon. This may be due to a lack of propensity to provide support or to very weak financial ability to do so. This probability of support indicates a Long-Term Rating floor no higher than 'B-' and in many cases no floor at all.

Appendix A

Fitch Sovereign Risk Ratings

<i>Rating</i>	<i>Interpretation</i>
AAA	Highest credit quality. 'AAA' ratings denote the lowest expectation of default risk. They are assigned only in cases of exceptionally strong capacity for payment of financial commitments. This capacity is highly unlikely to be adversely affected by foreseeable events.
AA	Very high credit quality. 'AA' ratings denote expectations of very low default risk. They indicate very strong capacity for payment of financial commitments. This capacity is not significantly vulnerable to foreseeable events.
A	High credit quality. 'A' ratings denote expectations of low default risk. The capacity for payment of financial commitments is considered strong. This capacity may, nevertheless, be more vulnerable to adverse business or economic conditions than is the case for higher ratings.
BBB	Good credit quality. 'BBB' ratings indicate that expectations of default risk are currently low. The capacity for timely payment of financial commitments is considered adequate but adverse business or economic conditions are more likely to impair this capacity.
BB	Speculative. 'BB' ratings indicate an elevated vulnerability to default risk, particularly in the event of adverse changes in business or economic conditions over time.
B	Highly speculative. 'B' ratings indicate that material default risk is present, but a limited margin of safety remains. Financial commitments are currently being met; however, capacity for continued payment is vulnerable to deterioration in the business and economic environment.
CCC	High default risk. Default is a real possibility.
CC	Very high levels of credit risk. Default of some kind appears probable.
C	Exceptionally high levels of credit risk. Default appears imminent or inevitable.
D	<p>Default. Indicates a default. Default generally is defined as one of the following:</p> <ul style="list-style-type: none"> • Failure to make payment of principal and/or interest under the contractual terms of the rated obligation; • The bankruptcy filings, administration, receivership, liquidation or other winding-up or cessation of the business of an issuer/obligor; or • The coercive exchange of an obligation, where creditors were offered securities with diminished structural or economic terms compared with the existing obligation.



SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

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

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

AGENDA ITEM NO. 7

DATE: June 18, 2020
TO: Chair and Board of Directors
FROM: Robert A. Davison, Executive Director
SUBJECT: CHAIR AND VICE-CHAIR ELECTION

RECOMMENDATION:

It is recommended the Board elect a Chair and Vice-Chair for Fiscal Year 2020-21.

BACKGROUND/DISCUSSION:

The Commission's By-Laws state the Board of Directors shall annually elect its Chairperson. Traditionally, assumption of duties and responsibilities of the new Chair occurs with the new fiscal year.

In the absence of the Chair, the Vice-Chair shall preside at said meetings and shall perform all the duties of the Chair.

The attached chart of Chairs and Vice-Chairs (April 1982 through June 2020) is provided to assist in the deliberations for the election to fill those two seats for Fiscal Year 2020-21.

Respectfully submitted,

Digitally signed by Robert A. Davison
Date: 2020.06.05 11:51:35 -07'00'

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

Attachment:
Chair/Vice-Chair History (April 1982 - June 2020)

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION
CHAIR / VICE-CHAIR HISTORY
(1982 - JUNE 2020)

Date Nominated	CHAIR		VICE CHAIR	
	Jurisdiction	Name	Jurisdiction	Name
June 2019	Elk Grove	Steve Detrick	Sacramento	Matthew Hedges
June 2018	Elk Grove	Steve Detrick	Sacramento	Matthew Hedges
July 2017	Elk Grove	Steve Detrick	Sacramento	Matthew Hedges
July 2016	Sac County	Ted Wolter	Sacramento	Isaac Gonzalez
July 2015	Sac County	Ted Wolter	Sacramento	Isaac Gonzalez
March 2015	Sac County	Ted Wolter	Sacramento	Isaac Gonzalez
June 2014	Sac County	Ted Wolter	Sacramento	Allen Warren
June 2013	Elk Grove	Steve Detrick	Sac County	Ted Wolter
June 2012	Citrus Heights	Mel Turner	Elk Grove	Steve Detrick
June 2011	Folsom*	Andy Morin	Citrus Heights	Mel Turner
March 2011	Folsom*	Andy Morin	Citrus Heights	Mel Turner
June 2010	Folsom*	Andy Morin	Citrus Heights	Steve Miller
June 2009	Sacramento	Robbie Waters	Folsom*	Andy Morin
February 2009	Sac County	Don Nottoli	Sacramento	Robbie Waters
June 2008	Elk Grove	Michael Leary	Citrus Heights	Steve Miller
June 2007	Elk Grove	Michael Leary	Sac County	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

* Represented the cities of Folsom, Galt & Rancho Cordova (SMCTC member agencies under the 80,000 population threshold as of 2008).

** Represented the cities of Galt and Folsom (SMCTC member agencies under the 80,000 population threshold as of 1988).



SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

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

AGENDA ITEM NO. 8

DATE: June 18, 2020
TO: Chair and Board of Directors
FROM: Robert A. Davison, Executive Director
SUBJECT: GENERAL ADMINISTRATION REPORT

RECOMMENDATION:

It is recommended the Board receive a verbal report from staff regarding the following Commission matters:

1. AT&T Custom PEG Solution Settlement Agreement – Extension to provide U-Verse Channel (14) for Sacramento Metropolitan Cable Television Commission's (SMCTC) seven local community channels, in accordance with DIVCA - for an additional four years (March 1, 2020 to February 29, 2024)
2. FCC In-kind Proceeding – Update
3. SMCTC COVID-19 Response
4. Families First Coronavirus Response Act
5. Lactation Accommodation Policy
6. CPS Human Resources Consultant Services Agreement
7. SMCTC – Sunset in 2024
8. SACOG Population Count for the City of Folsom
9. Metro Cable 14 YouTube Page – Replay of Local Government Agency Meetings
10. Quarterly Meetings for the Remainder of CY 2020

Respectfully submitted,

Digitally signed by Robert A. Davison
Date: 2020.06.05 11:53:42 -07'00'

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

Attachments:

Families First Coronavirus Response Act Packet
Lactation Accommodation Policy
CPS HR Consultant Services Agreement




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

DATE: April 10, 2020

TO: Sacramento Metropolitan Cable Television Commission Employees

FROM: Robert A. Davison, Executive Director 

SUBJECT: **FAMILIES FIRST CORONAVIRUS RESPONSE ACT (RESPONSE ACT)**

On March 13, 2020, the U.S. House of Representative passed H.R. 6201, **Families First Coronavirus Response Act** (Response Act). Technical corrections to the Response Act were made on Monday, March 16, 2020; thereafter, the bill was passed by the Senate and signed by President Trump on March 18, 2020.

This memorandum summarizes the provisions of the Response Act and the Sacramento Metropolitan Cable Television Commission's (Commission) policy of providing both Emergency Paid Sick Leave and expanded Family and Medical Leave.

EMERGENCY PAID SICK LEAVE

Reasons for Leave:

Employees are able to use **Emergency Paid Sick Leave (EPSL)** if he or she is unable to work (or telework) for any of the following reasons:

- The employee is subject to a Federal, State, or local quarantine order related to COVID-19.
- The employee is advised by a health professional to self-quarantine related to COVID-19.
- The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
- The employee is caring for an individual who is subject to a quarantine order or has been advised to quarantine by a health professional.
- The employee is caring for a child whose school or place of child care is closed; or childcare provider is unavailable due to COVID-19 related reasons; or
- The employee is experiencing any substantially-similar condition specified by the U.S. Department of Health and Human Services (HHS).

Duration and Amount of Paid Sick Time:

Full-time employees are entitled to up to 80 hours of **EPSL**.

- Part-time employees are entitled to **EPSL** in an amount equal to the number of hours the employee works - on average – over a 2-week period.
- Employees who take EPSL because they are under a quarantine order, advised by a health professional to self-quarantine, or experiencing symptoms of COVID-19 must be paid the greater of their regular rate of pay (as defined by the FLSA) or the minimum wage, with a maximum payment of \$511 per day and \$5,110 in the aggregate.
- With respect to employees who takes EPSL to care for another individual, a child whose school or child is closed due to coronavirus, or who is experiencing “substantially similar conditions” as specified by HHS, such employees must be paid two-thirds of their regular rate of pay, capped at \$200 per day and \$2,000 in the aggregate. The two-thirds pay can be supplemented, at the employee’s choice, with available forms of paid leave. This option to supplement is provided on the attached ***Request for Emergency Paid Sick Leave*** form.

Notice:

Employees seeking to use EPSL must provide the Commission with as much notice as possible and submit a written request (on the Commission’s EPSL request form) as soon as practicable. ***Employees may also be required to provide supporting certification of the need for leave.***

Limitations on EPSL:

EPSL can be used for qualifying reasons only through December 31, 2020. Employees cannot carry-over emergency paid sick time from one year to the next. Employers do not need to pay employees for unused emergency paid sick time, either during or at the conclusion of employment.

EMERGENCY FAMILY AND MEDICAL LEAVE ACT (EFMLA)

Eligibility:

Due to the size of the Commission (less than 50 employees), no Commission employee is eligible for leave under the regular provisions of FMLA. However, any employee who has worked for the Commission for at least 30 days (prior to the first day of requested leave) may be eligible for COVID-related Emergency FMLA (**EFMLA**) leave.

Reason for EFMLA:

An eligible employee may take up to 12 weeks of job-protected leave if the employee is unable to work or telework due to a need to care for the employee’s minor child because the child’s school or place of care has closed (including if the childcare provider is unavailable) due to a public health emergency. This new benefit also applies to employees who stand *in loco parentis* to a minor child so affected.

Notice:

Employees seeking to use EFMLA must provide the Commission with as much advance notice as possible and submit a written request (on the Request for FMLA Expansion Leave form) as soon as practicable. ***Employees may also be required to provide supporting certification of the need for leave.***

Compensation/Rate of Pay:

The first ten such working days of EFMLA leave are unpaid, although an employee on such leave may apply any available EPSL benefit described above to that period. An employee may also apply any other accrued paid leave once EPSL is exhausted or to supplement the EPSL benefit being applied.

After the first ten working days of EFMLA, the Commission will pay employees at **two-thirds** the employee's regular rate for the number of hours the employee would otherwise be normally scheduled (full-time at 40 hours, part-time in accordance with the average number of hours the employee was scheduled per day in the preceding six months), subject to the caps identified in the Act (\$200/day and \$10,000 in the aggregate).

Again, an employee may apply any other available accrued paid leave to supplement the EFMLA benefit.

Duration of Leave:

Leave can be provided, on a full-time or intermittent basis based on the employee's childcare needs, up to the eligible employee's full allotment of leave for the allowable reason(s).

Reinstatement:

Upon return from **EFMLA leave**, an employee will be reinstated to their original position, if the position held by the employee still exists. If the position held does not exist due to economic conditions or other changes in operating conditions caused by the public health emergency, reinstatement may not be available.

In that case, the Commission will make reasonable efforts to restore the employee to an equivalent position. If reinstatement at the conclusion of leave is not available, the employer will reasonably attempt to contact the employee if an equivalent position becomes available within one year of the date the need for leave concludes or 12 weeks after the employee's leave commences (whichever is earlier).

Effective Date:

The requirements for EPSL and EFMLA are in effect from April 1, 2020 through December 31, 2020.

Enclosures:

Request for Emergency Paid Sick Leave
Request for Family and Medical Leave Act Expansion Leave
Employee Rights (Under the Families First Coronavirus Response Act)



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Request for Emergency Paid Sick Leave

To be completed by the employee requesting Emergency Paid Sick Leave arising out of an eligible reason related to COVID-19.

Employee Name _____

Application Date _____

Requested Leave Start Date: _____ Estimated End Date: _____

Maximum leave duration of EPSL is 80 hours for full-time employees and a pro-rata amount for part-time employees; for expanded FMLA leave arising out of childcare obligations, employees must also complete a Request for FMLA Expansion Leave).

Reason for leave:

- () Employee is subject to a governmental quarantine or isolation order related to COVID-19.

Name of government entity that issued the quarantine or isolation order: _____.

- () Employee has been advised by a healthcare provider to self-quarantine related to COVID-19 (**certification from a healthcare provider/doctor's note may be required**).

Name of healthcare provider who advised the Employee to self-quarantine due to concerns related to COVID-19: _____

- () Employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.

Name of healthcare provider from whom care is sought: _____

- () Employee is caring for an individual who is subject to governmental quarantine/isolation order or self-quarantine under medical advice related to COVID-19 (**supporting documentation from a governmental authority/certification from a healthcare provider/doctor's note may be required**).

Name of individual for whom the employee is providing care: _____

Nature of relationship with individual for whom the employee is providing care: _____

Name of government entity that issued the quarantine or isolation order: _____ OR

Request for Emergency Paid Sick Leave

Name of healthcare provider who advised the individual being cared for to self-quarantine due to concerns related to COVID-19: _____.

- () Employee is unable to work or **telework** due to caring for the employee's child because the child's school or child-care provider is closed or unavailable due to COVID-19.*

Name(s) of child(ren) being cared for: _____

Name of school, place of care, or childcare provider that has closed or become unavailable:

By submitting this request for EPSL for this reason, you represent that no other suitable person is available to care for the child(ren) listed above during the period for which you are taking emergency paid sick leave.

NOTE: If requested leave to care for children because of a school or child care provider closure extends beyond 80 hours or available EPSL, please also submit a Request for FMLA Expansion Leave

Pay During Leave:

Your pay will be provided at your regular rate if leave is taken due to your own quarantine/isolation order or health issues (the first three reasons outlined above) (subject to the caps provided in the policy). Your pay will be provided at 2/3 your regular rate if leave is taken to care for another individual or a child (the last three reasons outlined above) (subject to the caps provided in the policy). If you will be receiving pay at the 2/3 rate (or due to the cap you will receive less than full pay), please check the following box if you want to supplement your pay with available leave banks:

- () I wish to supplement my pay while on EPSL with only the following forms of available paid leave: () sick leave () vacation () compensatory time off (check the forms of leave you wish to use to supplement). (A pro-rata amount of leave will be applied to equal 100% of employee's pay, provided accrued leave remains available).

If you do not check any of the above, your EPSL will not be supplemented, and you will receive pay at the 2/3 rate (up to the cap identified in the policy).

During my leave, I can be reached at: _____
(please list telephone number and email)

I understand that I will be required to provide timely medical or other certification as a condition of obtaining Emergency Paid Sick Leave, unless the certification cannot practicably be obtained. I understand that it is my obligation to discuss any inability to obtain the requested certification with Human Resources.

Please provide any other information pertinent to your leave request, such as a request to use the leave on an intermittent basis (and if so, on what schedule):

Request for Emergency Paid Sick Leave

Employee Signature/Acknowledgment:

By submitting this request for Emergency Paid Sick Leave, I certify that:

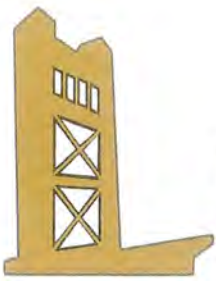
- all information provided in this request form is true and accurate;
- that I am eligible for paid leave for the reasons stated; and
- that I am unable to work or telework as a result.
- I will update my supervisor and Human Resources if my availability for work changes or if my ability to work or telework changes.
- If I am requesting EPSL for childcare reasons, I represent that no other suitable person is available to care for my child(ren) during the period for which I am requesting leave.
- I understand that, if I am provided paid sick leave due to childcare obligations, I am obligated to return to work (either on a part-time or full-time basis) if my childcare obligations cease or reduce.

Employee's Signature

Date

Human Resources

Date



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Request for Family and Medical Leave Act Expansion Leave

To be completed by the employee requesting Expanded FMLA Leave.

Employee Name _____

Application Date _____

Eligibility for Leave: To be eligible for Family and Medical Act Expansion Leave ("Expanded FMLA Leave"), employee must have worked for the Sacramento Metropolitan Cable Television Commission for thirty (30) days and be unable to work or **telework** due to the need to care for the employee's child(ren) whose school or place of care has been closed (or whose childcare provider is unavailable) arising out of a public health emergency caused by COVID-19.

Requested Leave Start Date: _____ **Estimated End Date:** _____

Reason for Leave:

- () Employee is caring for the employee's child because the child's school or care provider is closed or unavailable due to COVID-19.
- () No other suitable person is available to care for the employee's child during the time for which leave is requested.

Name of child being cared for: _____.

Name of school, place of care, or childcare provider that has closed or become unavailable:

_____.

Duration of Leave Needed: Due to my primary childcare obligations, I need expanded FMLA leave on the following basis (check one):

- () I need leave on a full-time basis: I am unable to work or **telework** any of my standard scheduled shifts due to childcare obligations.
- () I need leave on a part-time basis: Due to my childcare obligations, I am able to work or telework some but not all of my standard scheduled shifts (please complete chart below).

Request for Family and Medical Leave Act Expansion Leave

- () I need leave on an intermittent basis: Due to my childcare obligations, I am able to work or telework some but not all of my standard scheduled shifts on a rotating basis (please complete chart below).

	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Available (circle one):	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No
Hours Available to Work							
Indicate if availability rotates on a periodic basis							

Note: Should any of this information change during your expanded FMLA leave, you are obligated to submit an updated leave request form to your Supervisor and to Human Resources.

If you are not available to work your standard scheduled shifts, are you available to work an alternate schedule/hours at the worksite or via telework? ☐ Yes ☐ No

(If you indicated Yes - Human Resources or your Supervisor will contact you to discuss potential ability to continue work.).

Pay Status: Eligible employees receive 2/3 of their regular rate of pay after the first two weeks of expanded FMLA leave, up to the cap as provided in the Policy. Regarding usage of other available forms of paid leave during expanded FMLA leave, please complete the following:

- () During the first two weeks of expanded FMLA leave, I wish to use all available hours of Emergency Paid Sick Leave (EPSL) (which will be paid at the 2/3 rate);
- () During the first two weeks of expanded FMLA leave, I wish to supplement my 2/3 EPSL pay with any available paid leave (sick leave, vacation, or compensatory time off). (A pro-rata amount of leave will be applied to equal 100% of employee's pay.)
- () After the first two weeks of expanded FMLA leave, I wish to supplement my 2/3 pay with any available paid leave (sick leave, vacation, or compensatory time off). (A pro-rata amount of leave will be applied to equal 100% of employee's pay.)
- () After the first two weeks of expanded FMLA leave, I wish to supplement my 2/3 pay with only the following forms of available paid leave:

Request for Family and Medical Leave Action Expansion Leave

() sick leave; () vacation; () compensatory time off. **Check the forms of leave you wish to use to supplement.** (A pro-rata amount of leave will be applied to equal 100% of employee's pay.):

If you do not check any of the above, your expanded FMLA leave will not be supplemented, and the first two weeks will be unpaid and you will receive pay at the 2/3 rate (up to the cap) for the remainder of your leave.

During my leave, I can be reached at: _____
(include phone number and email).

Employee Certification:

By submitting this request for expanded FMLA leave, I certify that:

- all information provided in this request form is true and accurate;
- that I am eligible for paid leave for the reasons stated;
- I will update my Supervisor and Human Resources if my availability for work changes or if my ability to work or telework changes;
- I understand I am obligated to return to work (either on a part-time or full-time basis) if my childcare obligations cease or reduce.
- I represent that no other suitable person is available to care for my child during the period for which I am taking expanded FMLA leave.

Employee's Signature

Date

Human Resources

Date

EMPLOYEE RIGHTS

PAID SICK LEAVE AND EXPANDED FAMILY AND MEDICAL LEAVE UNDER THE FAMILIES FIRST CORONAVIRUS RESPONSE ACT

The Families First Coronavirus Response Act (FFCRA or Act) requires certain employers to provide their employees with paid sick leave and expanded family and medical leave for specified reasons related to COVID-19. These provisions will apply from April 1, 2020 through December 31, 2020.

► PAID LEAVE ENTITLEMENTS

Generally, employers covered under the Act must provide employees:

Up to two weeks (80 hours, or a part-time employee's two-week equivalent) of paid sick leave based on the higher of their regular rate of pay, or the applicable state or Federal minimum wage, paid at:

- 100% for qualifying reasons #1-3 below, up to \$511 daily and \$5,110 total;
- $\frac{2}{3}$ for qualifying reasons #4 and 6 below, up to \$200 daily and \$2,000 total; and
- Up to 12 weeks of paid sick leave and expanded family and medical leave paid at $\frac{2}{3}$ for qualifying reason #5 below for up to \$200 daily and \$12,000 total.

A part-time employee is eligible for leave for the number of hours that the employee is normally scheduled to work over that period.

► ELIGIBLE EMPLOYEES

In general, employees of private sector employers with fewer than 500 employees, and certain public sector employers, are eligible for up to two weeks of fully or partially paid sick leave for COVID-19 related reasons (see below). *Employees who have been employed for at least 30 days* prior to their leave request may be eligible for up to an additional 10 weeks of partially paid expanded family and medical leave for reason #5 below.

► QUALIFYING REASONS FOR LEAVE RELATED TO COVID-19

An employee is entitled to take leave related to COVID-19 if the employee is unable to work, including unable to telework, because the employee:

- | | |
|---|---|
| <ol style="list-style-type: none">1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;2. has been advised by a health care provider to self-quarantine related to COVID-19;3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis;4. is caring for an individual subject to an order described in (1) or self-quarantine as described in (2); | <ol style="list-style-type: none">5. is caring for his or her child whose school or place of care is closed (or child care provider is unavailable) due to COVID-19 related reasons; or6. is experiencing any other substantially-similar condition specified by the U.S. Department of Health and Human Services. |
|---|---|

► ENFORCEMENT

The U.S. Department of Labor's Wage and Hour Division (WHD) has the authority to investigate and enforce compliance with the FFCRA. Employers may not discharge, discipline, or otherwise discriminate against any employee who lawfully takes paid sick leave or expanded family and medical leave under the FFCRA, files a complaint, or institutes a proceeding under or related to this Act. Employers in violation of the provisions of the FFCRA will be subject to penalties and enforcement by WHD.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

For additional information
or to file a complaint:

1-866-487-9243

TTY: 1-877-889-5627

dol.gov/agencies/whd



WH1422 REV 03/20



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LACTATION ACCOMMODATION POLICY

The Sacramento Metropolitan Cable Television Commission (Commission) recognizes lactating employees' rights to request lactation accommodation, and accommodates lactating employees by providing a reasonable amount of break time and a suitable lactation location to any employee who desires to express breast human milk for their infant child, subject to any exemption allowed under applicable law(s).

Breaks

- 1) A reasonable amount of break time must be provided to employees who want to express breast milk for their infant.
- 2) The break time, if possible, run concurrently with any paid break time already provided to the employee.
- 3) Additional break time that does not run concurrently with the break time authorized for the employee by the Commission shall be unpaid;
- 4) With supervisory approval, the employee may use personal leave, vacation time, compensatory time off to cover any unpaid break time.

Space

1. The Commission shall make reasonable efforts to provide employees with a room or other private location in which to express milk.
2. This space must not be a bathroom.
3. The space should be in close proximity to the employee's work area.
4. For the purpose of this policy, close proximity means generally not more than a 5-minute walk.
5. The room or location may include the place where the employee normally works if it is shield from view, free from intrusion from co-workers, the public; and otherwise meets the requirements of this policy.
6. A door that locks.
7. The location will be safe, clean, and free of toxic or hazardous materials.
8. Have access to electricity allowing for the operation of an electric or battery-powered breast pump.
9. The location will have a surface to place a breast pump and other personal items.
10. The location must have a place to sit.

Lactation Accommodation Policy

Page 2

11. The location is in close proximity to a sink with running water for hand washing and cleaning of equipment.

Storage

1. Provide a refrigerator suitable for storing milk in close proximity to the employee's work station.
2. If a refrigerator cannot be provided, the Commission will provide another cooling device suitable for storing milk, such as an employer-provided cooler.

Request

1. Employees who desire lactation accommodations should contact the H.R. Manager to request accommodations.
2. An employee's request may be provided by email, or in writing; and need not be submitted on a **Lactation Accommodation Request** form.
3. The H.R. Department will engage in an interactive process with the employee to determine when and where lactation breaks will occur.
4. If the Commission cannot provide break time or a location that complies with this policy, the Commission will provide a written response to your request.

Notification/Education

1. A copy of this policy shall be disseminated to every incoming and current employee.
2. Breastfeeding accommodation information shall be included in employee's orientation materials.
3. Managers and supervisors shall be familiar with the Commission Lactation Accommodation Policy.

SMCTC will not tolerate discrimination or retaliation against employees who exercise their rights to lactation accommodation, including those who request time to express milk at work and/or who lodge a complaint related to the right to lactation accommodation. If you believe you have been denied reasonable break time or adequate space to express milk, or have been otherwise been denied your rights related to lactation accommodation, you have the right to file a complaint with the Labor Commissioner.



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LACTATION ACCOMMODATION REQUEST FORM

Employee Name: _____

Job Title / Department: _____

Date of Request: _____

I have read the Sacramento Metropolitan Cable Television Commission's **Lactation Accommodation Policy** and I am requesting an accommodation to allow for lactation breaks while at work as follows (check all that apply):

_____ A private space to express milk.

_____ Lactation breaks that run concurrently with rest breaks already provided:

Current break times: _____

_____ Lactation breaks in addition to already provided rest / lunch breaks:

Additional unpaid break time needed: _____

_____ Other _____

Employee Name/Signature

Date

.....
To be completed by the employee's supervisor and returned to the employee with a copy sent to Human Resources.

Your request for lactation break accommodations is:

_____ Approved as requested

_____ Approved with modifications: _____

_____ Denied due to: _____

Supervisor Name/Signature

Date



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SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION PROFESSIONAL SERVICES AGREEMENT FOR HUMAN RESOURCES CONSULTANT SERVICES

This Agreement is made and entered into this 14th day of February, 2020 by and between the Sacramento Metropolitan Cable Television Commission, a joint powers agency ("Commission") and CPS HR Consulting, a joint powers agency ("Consultant"). Commission and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. Consultant desires to perform and assume responsibility for the provision of certain professional consultant services required by the Commission on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing human resources consultant services to public clients, is licensed in the State of California, and is familiar with the plans of the Commission.

B. Consultant agrees that it is satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research.

C. The Commission desires to engage Consultant to render such services for the Commission's employee classification and compensation study project ("Project") as set forth in this Agreement.

D. Commission and Consultant previously executed that Professional Services Agreement for Human Resources Consultant Services dated March 1, 2017 ("Prior Agreement") for a earlier version of the Project. This Agreement amends, restates and supersedes the Prior Agreement.

AGREEMENT

1. SCOPE OF SERVICES AND TERM.

1.1 General Scope of Services. Consultant promises and agrees to furnish to the Commission all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional human resources consultant services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and

Professional Services Agreement for Human Resources Consultant Services

performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

1.2 Term. The term of this Agreement shall be from February 14, 2020 to December 31, 2020, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

2. SCHEDULE OF SERVICES.

2.1 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "A". Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, Commission shall respond to Consultant's submittals in a timely manner. Upon request of Commission, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

2.2 Extension of Time. Consultant may, for good cause, request extensions of time to perform the Services required hereunder. Such extensions shall be authorized in advance by the Commission in writing and shall be incorporated in written amendments to this Agreement.

2.3 Period of Performance and Liquidated Damages. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 2.1 above as it may be extended pursuant to Section 2.2 ("Performance Time"). Consultant shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A", or which may be separately agreed upon in writing by the Commission and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the Commission will suffer damage. Commission understands that the Performance Time is also dependent on Commission completing their tasks as part of Consultant's performance of Services under this Agreement.

3. FEES AND PAYMENTS.

3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the fixed rates set forth in Exhibit "A". The total compensation, including any expenses, shall be Forty-One Thousand Two Hundred Dollars (\$41,200). Consultant shall not be reimbursed for any expenses unless authorized in writing by Commission. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement, including Exhibit "A."

Professional Services Agreement for Human Resources Consultant Services

3.2 Payment of Compensation. Consultant shall submit to Commission a monthly itemized statement rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Commission shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3 Extra Work. At any time during the term of this Agreement, Commission may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by Commission to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from Commission's Representative.

4. CHANGES.

4.1 The Parties may, from time to time, request changes in the scope of the Services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation and/or changes in the schedule must be authorized in advance by Commission in writing. Mutually agreed changes shall be incorporated in written amendments to the Agreement.

5. RESPONSIBILITIES OF CONSULTANT.

5.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Commission retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of Commission and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

5.2 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of Commission.

Substitution of Key Personnel. Consultant has represented to Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other

Professional Services Agreement for Human Resources Consultant Services

personnel of at least equal competence upon written approval of Commission. In the event that Commission and Consultant cannot agree as to the substitution of key personnel, Commission shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the Commission, or who are determined by the Commission to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the Commission. The key personnel for performance of this Agreement are as follows: Andi Bernard, Project Manager; Brian Moritsch, Project Consultant; Joyce Douglas, Project Consultant.

5.2.1 Commission's Representative. The Commission hereby designates its Executive Director, or his or her designee, to act as its representative for the performance of this Agreement ("Commission's Representative"). Commission's Representative shall have the power to act on behalf of the Commission for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the Commission's Representative or his or her designee.

5.2.2 Consultant's Representative. Consultant hereby Andi Bernard, Project Manager, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

5.3 Coordination of Services. Consultant agrees to work closely with Commission staff in the performance of Services and shall be available to Commission's staff, consultants and other staff at all reasonable times.

5.4 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and sub-consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and sub-consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the Commission, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the Commission to be

Professional Services Agreement for Human Resources Consultant Services

uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Commission, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

5.5 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

6. INSURANCE.

6.1 Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to the Commission that it has secured all insurance required under this section. In addition, Consultant shall not allow any sub-consultant to commence work on any subcontract until it has provided evidence satisfactory to the Commission that the sub-consultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the Commission to terminate this Agreement for cause.

6.2 Types of Required Coverages. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance.

6.2.1 Commercial General Liability. Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000 per occurrence. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

6.2.2 Automobile Liability. Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 with minimum limits of \$1,000,000 each accident.

6.2.3 Workers' Compensation. Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

**Professional Services Agreement for
Human Resources Consultant Services**

6.3 Endorsements.

6.3.1 The policy or policies of insurance required by Sections 6.2.1 Commercial General Liability and 6.2.2 Automobile Liability

6.3.1.1 Additional Insured. The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to “ongoing operations”; (2) exclude “contractual liability”; (3) restrict coverage to “sole” liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

6.3.1.2 Primary Insurance and Non-Contributing Insurance. This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.

6.3.1.3 Severability. In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.

6.3.1.4 Cancellation. The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the Commission except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.3.1.5 Duties. Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.

6.3.1.6 Applicability. That the coverage provided therein shall apply to the obligations assumed by the Consultant under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

6.3.2 The policy or policies of insurance required by Section 6.2.3 Workers’ Compensation shall be endorsed, as follows:

6.3.2.1 Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

6.3.2.2 Cancellation. The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the Commission except ten (10) days prior written notice shall be allowed for non-payment of premium.

Professional Services Agreement for Human Resources Consultant Services

6.4 Deductible. Any deductible or self-insured retention must be approved in writing by the Commission and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

6.5 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the Commission. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the Commission. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the Commission evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

6.6 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time if the required insurance coverage is not in effect and evidence of insurance has not been furnished to the Commission. The Commission shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

6.7 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

6.8 Insurance for Sub-consultants. All sub-consultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing sub-consultants to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding the Commission as an Additional Insured to the sub-consultant's policies.

7. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.

7.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for Commission to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or

Professional Services Agreement for Human Resources Consultant Services

otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the properties of Commission, and shall not be used in whole or in substantial part by Consultant on other projects without the Commission's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to Commission reproducible copies of all Documents & Data, in a form and amount required by Commission. Commission reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by Commission at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to Commission upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to Commission any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of four (4) years following completion of the Project, and shall make copies available to Commission upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify Commission and provide Commission with the opportunity to obtain the documents.

7.1.1 Sub-consultants. Consultant shall require all sub-consultants to agree in writing that Commission is granted a non-exclusive and perpetual license for any Documents & Data the sub-consultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its sub-consultants, or those provided to Consultant by the Commission.

7.1.2 Right to Use. Commission shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at Commission's sole risk. If Commission uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the Commission upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant, or for the use of Documents & Data on any other project by Commission.

7.1.3 Electronic Copies. Consultant shall provide electronic copies of the finished products in the original software format at the conclusion of the respective phases of

Professional Services Agreement for Human Resources Consultant Services

work. Complex documents such as reports that utilize more than one type of software shall also be provided in a common format such as Adobe Acrobat (*.pdf).

7.2 Confidentiality. To the extent permitted by the California Public Records Act (GOVT. CODE §§ 6250 – 6276.48), all Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of Commission or except pursuant to court order, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Commission's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Commission.

7.3 Indemnification. Consultant shall defend, indemnify and hold the Commission, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by Commission of the Documents & Data, including any method, process, product, or concept specified or depicted.

8. ACCOUNTING RECORDS.

8.1 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of Commission during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

9. SUBCONTRACTING.

9.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of Commission. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

10. TERMINATION OF AGREEMENT.

10.1 Grounds for Termination. Commission may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving

Professional Services Agreement for Human Resources Consultant Services

written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to Commission, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

10.2 Effect of Termination. If this Agreement is terminated as provided herein, Commission may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

10.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, Commission may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

11. GENERAL PROVISIONS

11.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Commission:

SACRAMENTO METROPOLITAN CABLE TELEVISION
COMMISSION
799 G Street, 4th Floor
Sacramento, CA 95814
Attn: Executive Director

Consultant:

CPS HR CONSULTING
2450 Del Paso Road, Suite 220
Sacramento, CA 95834
Attn: Victoria Quintero Brashear

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11.2 Indemnification.

11.2.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the Commission, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or

Professional Services Agreement for Human Resources Consultant Services

persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorney's fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

11.2.2 Additional Indemnity Obligations. Consultant shall defend, with Counsel of Commission's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 11.2.1 that may be brought or instituted against Commission or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse Commission for the cost of any settlement paid by Commission or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for Commission's attorney's fees and costs, including expert witness fees. Consultant shall reimburse Commission and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the Commission, its directors, officials officers, employees, agents, or volunteers.

11.3 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Commission, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Commission, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

11.3.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of

Professional Services Agreement for Human Resources Consultant Services

documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Consultant shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the Commission or its representatives for inspection and copy at any time during normal business hours. The Commission shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 11.3 or any of its sub-sections.

11.3.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Sub-consultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and sub-consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 11.3.1.

11.3.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the Commission to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or sub-consultants to meet any of the requirements provided for in Sections 11.3.1 or 11.3.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 11.3.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

11.4 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant 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 Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or sub-consultants to file, a Statement of Economic Interest with the Commission's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, Commission shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, 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.

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11.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any sub-consultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. 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.

11.6 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

11.7 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

11.8 Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the Commission. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

11.9 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

11.10 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

11.11 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

11.12 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties. This Agreement supersedes the Prior Agreement.

11.13 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Sacramento County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et

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seq. prior to filing any lawsuit against the Commission. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the Commission.

11.14 Time of Essence. Time is of the essence for each and every provision of this Agreement.

11.15 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and sub-consultants of Consultant, except as otherwise specified in this Agreement. All references to Commission include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

11.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

11.17 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

11.18 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

11.19 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

11.20 Commission's Right to Employ Other Consultants. Commission reserves right to employ other consultants in connection with this Project.

11.21 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

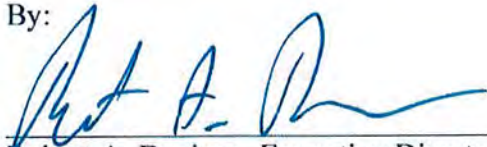
**Professional Services Agreement for
Human Resources Consultant Services**

[SIGNATURES ON NEXT PAGE]

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

SACRAMENTO METROPOLITAN
CABLE TELEVISION COMMISSION

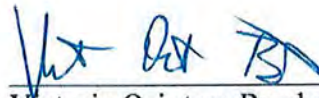
By:



Robert A. Davison, Executive Director

CPS HR CONSULTING

By:



Victoria Quintero Brashear, Senior Leader



SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

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

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

AGENDA ITEM NO. 9

DATE: June 18, 2020
TO: Chair and Board of Directors
FROM: Robert A. Davison, Executive Director
SUBJECT: CHANNEL LICENSEE REPORTS

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,

Digitally signed by Robert A. Davison
Date: 2020.06.05 11:55:45 -07'00'

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



SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

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

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

AGENDA ITEM NO. 10

DATE: June 18, 2020
TO: Chair and Board of Directors
FROM: Robert A. Davison, Executive Director
SUBJECT: STATE FRANCHISEE REPORTS

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,

Digitally signed by Robert A. Davison
Date: 2020.06.05 11:57:24 -07'00'

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



SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

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

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

AGENDA ITEM NO. 11

DATE: June 18, 2020
TO: Chair and Board of Directors
FROM: Robert A. Davison, Executive Director
SUBJECT: PUBLIC COMMENTS

RECOMMENDATION:

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

Respectfully submitted,

Digitally signed by Robert A. Davison
Date: 2020.06.05 11:58:39 -07'00'

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