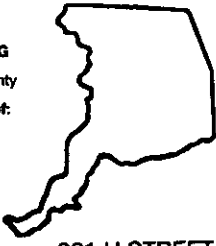


REPRESENTING
Sacramento County
and the Cities of:
Citrus Heights
Elk Grove
Folsom
Galt
Rancho Cordova
Sacramento



SACRAMENTO METROPOLITAN Cable Television Commission

ROBERT A. DAVISON
EXECUTIVE DIRECTOR

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

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION REGULAR BOARD MEETING Sacramento County Board Chambers - 700 H Street, S. 1450 Sacramento, California

THURSDAY, JUNE 3, 2010 – 2:30 p.m.

Board Members: Robbie Waters (Chair), Andy Morin (Vice-Chair), Steve Detrick, Roger Dickinson, Roberta MacGlashan, Kevin McCarty, Steve Miller, Don Nottoli, Susan Peters, Sandy Sheedy, Jimmie Yee
Ex Officio: Robert McGarvey
Elected Alternates: Bonnie Pannell; Jeff Slowey
Appointed Alternates: Art Gee (Alternate for Yee), Cortez Quinn (Alternate for Dickinson), Howard Schmidt (Alternate for Peters), Ted Wolter (Alternate for MacGlashan)

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

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

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

Closed captioning of this meeting is available using your television's set up menu or some remotes include a one-touch button.

NOTE: SOME LENGTHY ATTACHMENTS / EXHIBITS MAY NOT BE INCLUDED IN THIS PACKAGE, COPIES AVAILABLE UPON REQUEST.

CALL TO ORDER

- A. Roll Call
- B. Pledge of Allegiance

ITEM NO. 1) CLOSED EXECUTIVE SESSION

- A. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Pursuant to subdivision (a) of Government Code Section 54956.9) – CITY OF LOS ANGELES, SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION, and CITY OF

EL SEGUNDO vs. PACIFIC BELL TELEPHONE COMPANY, d/b/a SBC PACIFIC BELL TELEPHONE COMPANY, d/b/a AT&T CALIFORNIA, Los Angeles Superior Court, Central District, Case No. BC 414272.

ITEM NO. 2) SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION'S FISCAL YEAR 2010-11 BUDGET

Action:

Approve Resolution No. 2010-002, Adopting the Sacramento Metropolitan Cable Television Commission's Fiscal Year 2010-11 Proposed/Final Budget.

ITEM NO. 3) AGREEMENT FOR COMMISSION MANAGEMENT SERVICES

Action:

Approve the Agreement for Management Services for the Sacramento Metropolitan Cable Television Commission with the County of Sacramento.

ITEM NO. 4) SECOND AMENDMENT TO CHANNEL LICENSEES' CHANNEL LICENSE AND OPERATIONS AGREEMENTS PERTAINING TO THE USE OF COMMUNITY PROGRAMMING CHANNEL(S)

Action:

Adopt Resolution No. 2010-006, Approving the Second Amendment to the Channel License and Operations Agreements Pertaining to the Use of Community Programming Channel(s), and authorize the Chair to execute the Second Amendment to the Agreements.

ITEM NO. 5) EXECUTIVE DIRECTOR'S DELEGATION OF AUTHORITY AMENDMENT

Action:

Approve Resolution No. 2010-007, Amending the Executive Director's Delegation of Authority.

ITEM NO. 6) CAPTION COLORADO'S AGREEMENT AMENDMENT FOR CLOSED CAPTIONING SERVICES

Action:

Approve Resolution No. 2010-008, Approving an Amendment to the Closed Captioning Services Agreement with Caption Colorado through June 30, 2012.

ITEM NO. 7) CHAIR / VICE-CHAIR ELECTION FOR FISCAL YEAR 2010-11

Action:

Elect a Chair and Vice-Chair for Fiscal Year 2010-11.

ITEM NO. 8) STAFF STATUS REPORTS

Action:

Receive a verbal staff report on Commission business and matters.
Approve Resolution No. 2010-009, Canceling the July 1, 2010 Regular Board Meeting.

ITEM NO. 9) FRANCHISEE/LICENSEE STATUS REPORTS

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

ITEM NO. 10) CHANNEL LICENSEE/GRANTEE STATUS REPORTS

- A) ACCESS Sacramento
- B) Capital Public Radio (CPR)
- C) KVIE
- D) RCCTV
- E) Sacramento Educational Cable Consortium (SECC)

ITEM NO. 11) PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA BUT WITHIN COMMISSION JURISDICTION

ADJOURNMENT

This meeting of the Sacramento Metropolitan Cable Television Commission will be cablecast on METRO CABLE 14, the government affairs channel, LIVE Thursday, June 3, 2010 at 2:30 p.m. and REPEATED Saturday, June 5, 2010, at Noon on Channel 14. In addition, a video copy of this meeting is available for check out from any Sacramento Library branch (each meeting is available for 60 days following the meeting).

SACRAMENTO METROPOLITAN



ROBERT A. DAVISON
EXECUTIVE DIRECTOR

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AGENDA ITEM NO. 1

**This item is a closed
Executive Session.**

REPRESENTING
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AGENDA ITEM NO. 2

DATE: June 3, 2010

TO: Chair and Board of Directors

FROM: Robert A. Davison, Executive Director

SUBJECT: FISCAL YEAR 2010-11 PROPOSED/FINAL BUDGET

RECOMMENDATION:

It is recommended the Board approve Resolution No. 2010-002, Adopting the Sacramento Metropolitan Cable Television Commission's Fiscal Year 2010-11 Proposed/Final Budget, totaling \$12,049,796, which includes:

- Approval of FY 2010-11 Channel Licensee Annual Funding and Performance Agreements and RCCTV's FY 2010-11 Performance Agreement (Exhibits A-E);
- Appropriate \$200,000 for Closed Captioning Services;
- Appropriate \$11,140,042 for the FY 2009-10 Revenue Distribution to Parental Agencies;
- Approval of Resolution No. 2010-003, Confirming the Employer's Contribution under the Public Employees' Medical and Hospital Care Act (Exhibit F);
- Adoption of Resolution No. 2010-004, Approving an Agreement for General Counsel Services with McDonough Holland & Allen (Exhibit G);
- Adoption of Resolution No. 2010-005, Approving an Agreement for Consulting Services with Rich Esposito (Exhibit I);
- Authorization for the Chair to execute the Amendments to the General Counsel & Consulting Services Agreements (Exhibits H & J)

INTRODUCTION/ANALYSIS:

I am pleased to submit the Fiscal Year (FY) 2010-11 Proposed/Final Budget for your review and consideration. The total budget proposed for FY 2010-11 is \$12,049,796, which is \$1,775,404 less than the FY 2009-10 budget of \$13,825,200. The budget also includes a FY 2009-10 revenue distribution, to be made in June 2010 of \$11,140,042, which is \$1,757,707 more than the budgeted amount. In addition, the proposed FY 2010-11 revenue distribution to member agencies, to be made in June 2011, is \$9,650,646, which is 2.86% over last year's budgeted distribution.

**SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION
FISCAL YEAR 2010-11 PROPOSED/FINAL BUDGET**

Page 2

The Sacramento Metropolitan Cable Television Commission (Commission) is financed by franchise fees, collected from a percentage of the gross revenues from Comcast, AT&T, and SureWest, the three cable/video companies currently operating under a State franchise in Sacramento County. The projected franchise fee revenue in FY 2010-11 is \$10.5 million. No tax dollars are used to fund the Commission's operations.

The implementation of a 1% Public, Education, Government (PEG) Facilities Fee in May 2009 provides funding for eligible PEG Capital Facilities and Equipment. Last year, the PEG Fee was used to offset the BESTNet-Phase II project costs, which were previously identified to be funded with franchise fees. This offset will help maximize the revenue distribution to the Commission's seven member agencies.

Starting this year, a separate fund will be set up for the PEG Fee revenue. A balance is provided between offsets of previously funded BESTNet and other facilities costs and the funding to facility and capital equipment requests from Metro Cable, Member Agencies, and Channel Licensees. The FY 2010-11 Budget includes a projected \$2.1 million in PEG fee revenue.

As presented, the FY 2010-11 Proposed Budget recognizes the ongoing fiscal challenges faced by the Commission's member jurisdictions, which include the County of Sacramento, and the cities of Citrus Heights, Elk Grove, Folsom, Galt, Rancho Cordova, and Sacramento. Towards that end, the budget reflects reductions where possible in the Operating Budget, while maintaining the current level of service despite the effects of the most challenging economic climate in recent history.

FISCAL YEAR 2010-11 REVENUE PROJECTIONS

Cable franchise fees revenue in FY 2010-11 is projected to be at \$10.5 million, a conservative projection from last year's actual revenue. Actual franchise fees collections were stable for the past few years before they increased this year. Time will determine how the current economy will affect future franchise fees revenue; it remains prudent to be conservative in projections.

The implementation of a 1% PEG fee on May 1, 2009 is projected to generate \$2.1 million in revenue in FY 2010-11. The revenue may be used to pay for capital and equipments costs incurred for the provision of PEG programming, for the institutional network that is also part of the cable system, and other associated expenditures allowed under State and federal laws. The PEG fee revenue could also be used to offset capital expenditures previously made from franchise fees revenue.

Last year, the Board authorized the FY 2009-10 budgeted \$1.6 million in PEG Fees be used to offset BESTNet expenditures made in that year. Eligible project costs identified from BESTNet-Phase II in FY 2009-10 are estimated to be \$2,018,919. Therefore, the full amount of the BESTNet project costs may be offset due to the actual collection of \$2,034,424 in PEG Fees (Eligible Project Cost of \$2,018,919 minus PEG Fees Revenue Projection of \$1,600,000 = additional \$418,919 of offset).

**SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION
FISCAL YEAR 2010-11 PROPOSED/FINAL BUDGET**

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A final invoice for the completion of work for BESTNet-Phase II is forthcoming. It is anticipated there would still be approximately \$900,000 of surplus from the initial \$3.9 million funding provided for the Phase II project in FYs 2006-07, 2007-08, and 2008-09. Your Board recently authorized that this surplus amount be used to fund BESTNet Phase III costs. Staff is recommending that this also be funded by PEG Fees, which will provide further offsets in FY 2010-11.

The additional offset of FY 2009-10 BESTNet costs from PEG Fees collected (\$418,919), plus the additional Franchise Fees collected over the amount budgeted (\$1,338,788) results in a total of \$11,140,042 in available Franchise Fee revenue distribution, an increase of \$1,757,707 from the FY 2009-10 budgeted \$9,382,335 revenue distribution. Payments will be issued to the Commission's seven member jurisdictions in June 2010.

FISCAL YEAR 2010-11 BUDGET OVERVIEW

The FY 2010-11 preliminary budget is based on \$10.5 million of new franchise fees revenue, with expenditures of \$12,049,796. This includes a balance from carryover funds from FY 2009-10 and the Reserve for Contingencies of \$150,000. The budget was developed to allow the Commission to continue to provide services at current levels, while making reductions where possible in the operating budget.

PROPOSED EXPENDITURES BY CATEGORY

The proposed FY 2010-11 Expenditures of \$12,049,796 are as follows:

Category	Proposed
Salaries and Employee Benefits	\$603,279
Services and Supplies	585,750
Fixed Assets – Equipment	60,000
Parental JPA Member Video Assistance	60,000
Contingencies	20,000
Channel Licensees - Operations	854,616
Closed Captioning Services	200,000
Revenue Distribution to Member Jurisdictions	9,650,646
Transfer to PEG Fee Fund	15,505
TOTAL BUDGET REQUIREMENTS	\$12,049,796

**SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION
FISCAL YEAR 2010-11 PROPOSED/FINAL BUDGET**

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The FY 2010-11 budget ensures that the Commission will continue to provide the following core services:

- a) Administer cable television state franchises and licenses in California.
- b) Assist consumers in resolving their cable/non-cable video issues and concerns.
- c) Monitor community programming and Channel Licensee funding which supports six community channels on the local cable system – Access Sacramento, Capital Public Radio, KVIE, Metro Cable, Sacramento Educational Cable Consortium (SECC), and RCCTV.
- d) Operate Metro Cable 14 – the local government channel.

RECOMMENDED BUDGET BY COMPONENTS

The annual budget for the Sacramento Metropolitan Cable Television Commission is divided into six (6) major components:

Component 1 - Administration and Regulation

Component 2 - Closed Captioning

Component 3 - Metro Cable

Component 4 - Community Programming

Component 5 - Franchise Fee Revenue Distribution to Parental Entities

Component 6 – PEG Fee Fund (new this year)

COMPONENT 1 - Administration and Regulation

The Administration and Regulation budget of \$833,180 includes salary, benefits, services, and supplies consistent with Commission policy. This is the franchise administration and enforcement arm of the Commission on behalf of the seven member jurisdictions. The part-time Executive Director serves at the pleasure of the Commission, and oversees the remaining staff, which includes an Administrative Services Officer, a Senior Office Assistant, and a budgeted 50% Office Clerk.

During the recruitment for the Administrative Services Officer (ASO) in April 2008, survey of the Joint Powers Agency (JPA) members indicated that there were areas regarding benefits that warrant addressing. This past year, the Commission improved employee benefits with increases in the medical subsidy and a new dental benefit. Due to the current economic situation, staff will postpone making further changes to benefits until the economy improves.

Commission staff's salaries and wages are adjusted consistent with Commission policy and tied to Sacramento County's COLA and equity adjustments for unrepresented, non-management employees and unrepresented management employees. The County currently does not have a COLA proposed for its unrepresented, non-management employees. As a result, a COLA is not proposed in the FY 2010-11 budget for Commission staff. Should the County approve COLAs, appropriate adjustments will then be made to the budget.

To further reduce operational costs, the recruitment for a 50% Office Clerk will be delayed for another year. Reductions were also made in professional services, County auditing services, and consultant costs.

Major expenditure items in Component 1 - Administration and Regulation include:

- Part-time Executive Director Salary Reimbursement to Sacramento County - \$75,000
- General Counsel and Litigation - \$200,000 (for on-going AT&T Litigation)
- Accounting Services provided by Sacramento County - \$100,000
- Consultant and Professional Services - \$50,000
- Parental Member Agency Video Assistance - \$60,000

**SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION
FISCAL YEAR 2010-11 PROPOSED/FINAL BUDGET**

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COMPONENT 2 – Closed Captioning

The budget proposes \$200,000 in funding for closed captioning services provided by Caption Colorado. The following summarizes closed captioned meeting hours and the associated costs in Calendar Year 2009.

County Board of Supervisors	136.5	404.50	\$48,540.00	35.1%	42.8%
City of Sacramento	60	167.75	\$20,130.00	14.6%	17.8%
City of Citrus Heights	19	44.50	\$5,340.00	3.9%	4.7%
City of Elk Grove	21	95.00	\$11,400.00	8.2%	10.0%
City of Folsom	18	60.75	\$7,290.00	5.3%	6.4%
City of Galt	26	77.00	\$9,240.00	6.7%	8.1%
City of Rancho Cordova	23	90.00	\$10,800.00	7.8%	9.5%
SMCTC	4	6.50	\$780.00	0.6%	0.7%
Election Forums	0	0.00	0.00		
TOTAL	307.5	946.00	\$113,520.00	82.2%	100.0%
Air Quality	9	17.25	\$2,070.00	1.5%	
First 5 Child	14	33.00	\$3,960.00	2.9%	
Freeport	0	0	0.00		
Environmental	3	6	\$720.00	0.5%	
Flood	14	30.5	\$3,660.00	2.6%	
LAFCo	8	12.25	\$1,470.00	1.1%	
Library	10	17.50	\$2,100.00	1.5%	
STA	9	12.25	1,470.00	1.1%	
SWA	5	5.25	\$630.00	0.5%	
TOTAL	72	134.00	\$16,080.00	11.6%	
SMUD	24	30.00	\$3,600.00	2.6%	
Regional Transit	17	41.75	\$5,010.00	3.6%	
Sac. Metro Fire Dept.	0	0.00	0.00		
Sac. City Schools	0	0.00	0.00		
North Highlands Rec. & Park	0	0.00	0.00		
TOTAL	41	71.75	\$8,610.00	6.2%	

**SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION
FISCAL YEAR 2010-11 PROPOSED/FINAL BUDGET**

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Closed captioning was first funded by the Commission in June 2006 with direction to caption the Commission's JPA member agency meetings and other agency cablecast in the County Board Chambers. The first captioned meeting was the Commission meeting on February 1, 2007. At the June 2007 Commission budget hearing, additional funding was added to caption the remaining five agencies which contract with the Commission.

Currently, the Commission regularly captions cablecasts of all its JPA members: the County Board of Supervisors, and the Council meetings for the cities of Citrus Heights, Elk Grove, Folsom, Galt, Rancho Cordova, and Sacramento. Of the five contracting agencies (Regional Transit, SMUD, Sacramento City Unified School District, North Highlands Recreation & Park District, and Sacramento Metro Fire Department), Regional Transit and SMUD meetings are closed captioned.

Upon initial funding, the Commission directed that captioning costs be funded from the entire Commission budget prior to franchise fee revenue distribution and that staff report back with cost breakdowns for each member agency. This is the third full year of captioning costs. A summary of Calendar Year 2009 actual costs by agency is presented on page 6. Staff recommends no change to the way closed captioning is funded at this time.

COMPONENT 3 - Metro Cable

Metro Cable's Cablecasting Priorities

Metro cablecasting priorities are established in each year's budget. For FY 2010-11, the following proposed priorities have not changed:

1. Gavel-to-Gavel coverage of all official meetings of the Commission and its parental entities.
2. Gavel-to-Gavel coverage of official meetings held by any jurisdiction in the Board of Supervisors or City Council Chambers.
3. Election Forums.
4. Other official meetings not held in the Board or Council Chambers for which the actual costs are reimbursed.
5. Fixed Assets - equipment replacement.
6. Presentation Assistance (preparing slides and charts, software, training, and equipment support).
7. Technical support for parental entities' audio, video, and presentation systems.
8. Closed Captioning.

**SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION
FISCAL YEAR 2010-11 PROPOSED/FINAL BUDGET**

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Metro Cable Budget

The Metro Cable budget of \$435,849 includes salary, benefits, services, and supplies consistent with Commission policy. For this year, equipment costs traditionally included in this component are proposed to be funded with the PEG Fee Fund (Component 6), which includes an equipment reserve of \$150,000 for unexpected and emergency equipment replacement.

Metro Cable covered 420.5 meetings, totaling 1,151.75 hours in Calendar Year 2009 for over 22 entities at over 12 different locations.

Assistance with Member Agencies' Projects

On an on-going basis, Metro Cable staff actively supports the member agencies' City Clerks and IT staff by providing assistance with equipment maintenance, research, upgrades, and testing; video equipment testing and quality oversight; as well as design/re-design and coordination of work needed for meeting chambers and control rooms. Metro Cable staff is frequently called upon by the cities, on both a scheduled and spur-of-the-moment basis, to help troubleshoot and fix equipment.

With the May 2009 implementation of the 1% PEG Fee, Metro Cable staff performed an assessment of the Commission's seven member jurisdiction's meeting chambers in February 2010, to determine equipment & upgrades that may be needed and are eligible for PEG fee funding. Staff worked with the member agencies, made recommendations and solicited input. In addition, Metro Cable submitted an assessment of its own equipment needs, eligible for PEG fee funding.

Component 6 of this budget presents an overview of their assessment, along with project costs for each member agency and Metro Cable 14.

Closed Captioning

As mentioned earlier in this report, closed captioning services are implemented for a majority of the agencies served by Metro Cable. Staff works with Caption Colorado, the closed captioning vendor, in the coordination and timing of scheduled services, logins, and testing requirement needed prior to the beginning of each meeting. The vendor has been accommodating throughout the years, in providing customized billing, as-needed services, and last minute change accommodations. Caption Colorado's Agreement expires on June 19, 2010. Staff is recommending the renewal of the Agreement through June 30, 2012, with the same terms and conditions as the original December 19, 2006 Agreement.

COMPONENT 4 - Community Programming (Base)

	FY 2009-10 (Estimated Actuals)	FY 2010-11 BASE	Operations Base (Funded by Franchise Fees) FY 2010-11 Proposed	Capital Facilities/Equip Base (Funded by PEG Fees) FY 2010-11 Proposed
Access Sacramento	\$ 471,532	\$ 471,532	\$392,532	\$ 79,000
AcSac-Home Town & Game of the Week	96,679	96,679	96,679	0
SECC	297,171	297,171	291,671	5,500
BESTNet	55,859	55,859	55,859	0
KVIE	195,507	195,507	0	195,507
RCCTV	N/A	N/A	N/A	N/A
KXPR/CPR	17,875	17,875	17,875	0
Channel Licensee/Grantee Base	\$1,134,623	\$1,134,623	\$854,616	\$ 280,007
<u>One-Time/Reserved Augmentation*</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Sub-Total	\$1,134,623	\$1,134,623	\$ 854,616	\$ 280,007
BESTNet-Phase II Expenses*	2,018,919	0	0	0
GRAND TOTAL	\$3,153,542	\$ 1,134,623	\$ 854,616	\$ 280,007

*This table shows one-time augmentations for projects such as BESTNet-Phase II. With the implementation of the PEG Fee in Component 6 - one time augmentations are now shown in that Component. Also, the Capital Facilities/Equipment Base shown here is proposed to be funded in Component 6.

In February, Commission staff and Legal Counsel Harriet Steiner met with Channel Licensees to discuss FY 2010-11 budget requests for available Public, Education, and Government (PEG) facilities and equipment funding. Under current Federal law, PEG fee revenue may be used to finance facilities and equipment that support PEG programming, access facilities, and channels. The Commission desires and intends that PEG fee revenues fully comply with all federal and State laws and regulations, and will be conservative in their use and distribution. It is also the Commission's desire to find avenues to allocate the available PEG fees funds by creating a collaborate effort that will serve the larger community, to meet the needs of the member agencies as well as all public schools in the County.

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION
FISCAL YEAR 2010-11 PROPOSED/FINAL BUDGET
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Channel Licensees were informed FY 2010-11 funding requests ideally should be segregated into two categories – **operational versus facilities/equipment** costs. Channel Licensees were asked to submit their budget requests to the Commission directly. In previous years, Channel Licensees forwarded their budgets to the Board, with a copy to staff. Funding decisions were decided by the Board each year at its June budget hearing. This year, staff added Component 6 (PEG Fee Fund) to the budget, which provides an overview of all requests received for Board consideration for funding in FY 2010-11.

For FY 2010-11, staff is recommending no change to the Base for community programming. As a result of the funding requests received from the Channel Licensees, staff is proposing that the Base be split between operations and facilities/equipment as shown in the table above. The benefit of this strategy is that it moves some of the community program funding to Component 6, reducing expenses from franchises fees revenue, thus maximizing the revenue distribution to the Commission’s seven member agencies.

COMPONENT 5 – Franchise Fee Revenue Distribution to Parental Entities

Revenue Distribution				
	PROPOSED FY 09-10 Franchise Fees Revenue Distribution	Population*	Population Percentage	ESTIMATED FY 10-11 Fran Fees Revenue Distribution
Unincorporated County	\$ 4,378,110	567,700	39.30%	\$3,792,768
City of Sacramento	3,749,497	486,189	33.66%	3,248,197
City of Elk Grove	1,109,643	143,885	9.96%	961,287
City of Citrus Heights	679,544	88,115	6.10%	588,691
City of Folsom	551,046	71,453	4.95%	477,373
City of Rancho Cordova	485,078	62,899	4.35%	420,224
City of Galt	187,124	24,264	1.68%	162,106
Total	**\$ 11,140,042	1,444,505	100.00%	\$9, 650,646

*State Dept. of Finance figures E-1 Report @ 5/1/10 (www.dof.ca.gov/HTML/DEMOGRAP/E-1table.xls).

**\$9,382,335 was budgeted in FY 2009-10; \$1,757,707 in additional Franchise Fee revenue distribution is a result of additional franchise fees received & additional offsets of BESTNet-Phase II costs from the new PEG Fee revenue source.

**SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION
FISCAL YEAR 2010-11 PROPOSED/FINAL BUDGET**

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The Commission's General Fund Balance, minus the cost of Operations, is allocated to the parental entities based on population. The above population percentages are from the State Department of Finance figures released in January 2010. The FY 2010-11 actual distributions next June will be based on the population figures made available in May 2011.

During FY 2009-10, \$1,338,788 of additional franchise fee revenue was received over the \$9,900,000 budgeted amount. In addition, an additional \$434,424 was received over the budgeted PEG Fee Revenue which provides an additional offset (\$418,919 offset with the remaining amount, plus interest to be transferred to the PEG Fee fund). Last year, the Board authorized that the budgeted PEG Fee revenue (\$1.6 million) be used to offset the BESTNet-Phase II project costs that would have normally been funded by franchise fees. The proposed FY 2010-11 revenue distribution is based upon \$10.5 million in projected franchise fees. The distribution is healthy but less than the FY 2009-10 distribution because while the budget includes PEG Fee offsets for items traditionally funded with franchise fees, this year's offsets do not approach the more than \$2 million offset for BESTNet in FY 2009-10.

Last November, your Board reviewed a quarterly report that compared the current franchise fee revenue allocation method compared to where actual collections occurred. The Board directed that staff return at the June budget meeting with a comparison that includes one-year analysis of franchise fee collections. Per Board direction, Attachment 1 is an analysis of franchise fees received in FY 2009-10 comparing revenue distribution broken down by cable company percentages versus the current method of allocation, using the Department of Finance's population figures.

Staff does not recommend a change in the franchise fee allocation policy at this time. However, if the Commission wishes to change this policy, as the current revenue distribution allocation method is identified in the Commission's Joint Powers Agreement (County Code Section 5.50.122), Board direction is needed to initiate such a change in the Joint Powers Agreement.

ATTACHMENT 1

FRANCHISE FEE REVENUE - FISCAL YEAR 2009-10
Cable Companies % Breakdowns vs. Department of Finance Population %

Member Jurisdiction	AT&T Franchise Fees - by member agency jurisdiction	Comcast Franchise Fees - by member agency jurisdiction	SureWest Franchise Fees - by member agency jurisdiction	Total Franchise Fees - By Member Agency Jurisdiction	Cable Co % Breakdown	Dept of Finance Population %	% Diff in FF Allocation	Actual Fran Fee Allocation By DOF Population	Franchise Fee Allocation Difference	% Revenue Diff
Citrus Heights	\$9,710.93	\$754,050.00	\$19,789.71	\$783,550.64	6.98%	6.11%	-0.87%	\$685,832.03	-\$97,718.61	-12.47%
Elk Grove	\$3,595.36	\$777,658.64	\$237,308.30	\$1,018,562.30	9.08%	9.87%	0.80%	\$1,107,787.59	\$89,225.29	8.76%
Folsom	\$185,119.65	\$545,245.51	\$0.00	\$730,365.16	6.51%	4.96%	-1.55%	\$556,249.83	-\$174,115.33	-23.84%
Galt	\$0.00	\$101,271.45	\$0.00	\$101,271.45	0.90%	1.69%	0.78%	\$189,044.16	\$87,772.71	86.67%
Rancho Cordova	\$71,760.96	\$364,590.33	\$2,478.06	\$438,829.35	3.91%	4.32%	0.40%	\$484,222.32	\$45,392.97	10.34%
Sac City	\$454,427.30	\$3,112,277.13	\$241,981.12	\$3,808,685.55	33.95%	33.59%	-0.36%	\$3,768,317.75	-\$40,367.80	-1.06%
Sac County	\$273,052.60	\$3,782,109.14	\$282,812.07	\$4,337,973.81	38.67%	39.47%	0.80%	\$4,427,896.76	\$89,922.95	2.07%
TOTAL	\$997,666.80	\$9,437,202.20	\$784,369.26	\$11,219,238.26	100.00%	100.00%		\$11,219,350.45		

Comcast total does not include McClellan AFB Franchise Fees collected (Total: \$18,085.58)
Total (Line 15) does not include STI Franchise Fees (\$1,464.01) for July - Sept. 2008 received in January 2010.

COMPONENT 6 – PEG Fee Fund

Fiscal Year 2010-11	
EXPENDITURES:	
MEMBER JURISDICTIONS	TOTAL
Member Jurisdiction Projects - First Year of Two-Year Plan	\$ 193,396
Sacramento (Reimbursement for Switcher Replacement)	\$ 28,000
Subtotal:	\$ 221,396
METRO CABLE PROJECTS	
Metro Cable Projects - First Year of Two-Year Plan	\$ 114,478
Metro Cable & Closed Captioning Equipment Reserves	\$ 150,000
Subtotal:	\$ 264,478
CHANNEL LICENSEES FACILITIES – BASE	
Access Sacramento	\$ 79,000
SECC	\$ 5,500
KVIE	\$ 195,507
Capitol Public Radio	\$ 0
Subtotal:	\$ 280,007
CHANNEL LICENSEES FACILITIES - ONE TIME AUGMENTATION	
Access Sacramento (\$578,000 over two years)	\$ 289,000
SECC	\$ 0
KVIE	\$ 48,493
Capitol Public Radio	\$ 17,800
BESTNet – Phase III (Year 1 of 3)	\$ 1,000,000
Subtotal:	\$ 1,355,293
TOTAL PEG FEE FUND REQUESTS	
	\$ 2,121,174
Contingency	\$ 4,331
TOTAL EXPENDITURES	\$ 2,125,505
Transfer to PEG FEE Fund From Commission General Fund	\$ 15,505
Estimated PEG Fee Revenue	\$ 2,110,000
TOTAL PEG FEE REVENUE	\$ 2,125,505

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION
FISCAL YEAR 2010-11 PROPOSED/FINAL BUDGET
Page 13

At the February 5, 2009 meeting, the Commission Board adopted Resolution No. 09-001, Determining to implement and collect a fee to support Public, Education, and Government (PEG) channel facilities in the amount of one percent (1%) of gross revenues. Collection of the PEG Fee became effective in May 2009 and the Commission began to receive PEG Fees in FY 2009-10. A total of \$2,034,424 in PEG Fees was received for 11 months in FY 2009-10. PEG Fees are paid by Comcast, SureWest and AT&T from all areas within the Commission boundaries, with the exception of the City of Galt where Comcast is not yet on a State franchise.

For FY 2010-11, it is proposed that a separate fund be established so that the PEG Fees may be accounted for separately. Federal law restricts the use of PEG funding to capital costs and facilities. The specific expenses that qualify as capital costs remain undefined in the applicable law. In an effort to provide guidelines to Member Jurisdictions and Channel Licensees that may receive PEG funding, the Commission asked Legal Counsel to develop a working definition of the types of expenses that it believes qualify for the use of PEG funding. The Commission may modify this working definition as laws on this topic develops.

PEG Funding may be used for the following expenditures:

- Rent or purchase of facilities and equipment
- Purchase of software
- Tangible goods certified by a Certified Public Accountant that the goods qualify as a capital expenditure pursuant to standard accounting practices (i.e., service and maintenance agreements)

PEG Funding may NOT be used for the following expenditures:

- Operations
- Training
- Maintenance
- Employment of Staff
- Hiring of Persons to Perform Service (i.e., to develop or install software)

Total revenue for the PEG Fee Fund for FY 2010-11 is estimated to be \$2,125,505. This includes a transfer from the Commission General Fund of \$15,505 (made up of PEG Fees not spent last year on BESTNet-Phase II), interest earned on the PEG Fees, and the projected \$2,110,000 in PEG Fee revenue.

As discussed above, Commission and Metro Cable staff and Legal Counsel met with member agencies and Channel Licensees to inform them of the PEG fee and discuss possible budget requests. The following summarizes the requests and the items proposed to be funded by the PEG Fees.

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION
FISCAL YEAR 2010-11 PROPOSED/FINAL BUDGET
 Page 14

Member Agencies and Metro Cable Requests

In February 2010, Metro Cable staff examined the control room/board room needs of the member agencies and prepared an assessment of equipment needs. Member agencies' staff reviewed this information and provided concurrence, and in some cases included additional requests. Below is a two-year plan of project costs formulated in May 2010, based on the feedback received, along with Metro Cable's assessment of their own equipment needs. The two-year plan addresses all the needs identified for the entities and creates the flexibility for staff to make decisions regarding which projects to fund first.

The FY 2010-11 budget identifies funding in the first year of the two-year plan in the amount of \$193,396 for member jurisdiction projects and \$114,478 in funding in the first year of the two-year plan for Metro Cable facilities/equipment. In addition, the budget proposes to fund \$150,000 for an equipment reserve for emergency/unplanned equipment purchases.

Member Agencies and Metro Cable - Two Year Funding Plan		
MEMBER JURISDICTIONS	TOTAL YEAR 1	TOTAL YEAR 2
Citrus Heights	\$ 37,904.50	\$ 37,904.50
Elk Grove	5,870.50	5,870.50
Folsom	7,461.00	7,461.00
Galt	50,000.00	50,000.00
Rancho Cordova	41,756.00	41,756.00
Sacramento	37,904.00	37,904.00
Sacramento County	12,500.00	12,500.00
TOTAL - MEMBER JURISDICTION PROJECTS	\$ 193,396.00	\$ 193,396.00
METRO CABLE PROJECTS		
Metro Cable Control Room	\$ 25,328	\$ 25,328
Metro Cable Van Project	12,020	12,020
Comcast Headend Facility	24,000	24,000
Synergy Server Project	53,130	53,130
TOTAL - METRO CABLE PROJECTS	\$ 114,478	114,478

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION
FISCAL YEAR 2010-11 PROPOSED/FINAL BUDGET
Page 15

Channel Licensees' Requests

As discussed in Component 4, a portion of the community programming base that has been funded from franchise fees may now be funded by PEG Fees. The PEG Fee fund budget for FY 2010-11 includes facilities base allocations of \$79,000 for Access Sacramento, \$5,500 for SECC, and \$195,507 for KVIE which indicated that their entire base could be used to fund facilities and equipment.

In addition to the base requests, the Channel Licensees submitted various requests for one-time funding from the PEG Fund. These requests include \$578,000 for Access Sacramento (requested over 2 years with the FY 2010-11 portion at \$289,000), \$48,493 for KVIE, and \$17,800 for Capital Public Radio. The details of these requests have been submitted separately to the Board by the Channel Licensees in their budget reports. Staff has reviewed the requests with Counsel and concur that the requests fit within the above definition of expenditures that may be funded by the PEG Fees. In addition, the Channel Licensees request includes the first of three \$1,000,000 allocations for BESTNet Phase III which was approved by the Board in March 2010.

The Channel Licensee FY 2010-11 Funding Requests (Attachments 4-7) includes certification by the applicant's general manager/executive officer that all funds will be expended for the purposes awarded and will be in compliance with all current federal and state laws and regulations. Capital equipment purchases with PEG fee funding will belong to the agency. PEG Fee funding recipients assume full responsibility for maintenance, repair, and replacements of the initial funded equipment.

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION
FISCAL YEAR 2010-11 PRELIMINARY BUDGET
Page 16

I would like to take this opportunity to thank the Commission staff for their dedication and hard work behind the scene. As well, I would like to thank the Board for their continued support of the Sacramento Metropolitan Cable Television Commission throughout the years so staff can continue to provide invaluable services to the residents in our community.

Respectfully submitted,



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

Attachments:

FY 2010-11 Budget Summary (Attachment 2A)
FY 2010-11 Budget Detail (Attachment 2B)
Resolution No. 2010-002, Adopting the Proposed/Final FY 2009-10 Budget (Attachment 3)
Channel Licensee Fiscal Year Funding Requests (Attachments 4-7)
Channel Licensee Annual Funding and Performance Agreements (Exhibits A, B, C & E)
RCCTV Annual Performance Agreement (Exhibit D)
Resolution No. 2010-003, Health Benefit Contribution for Active & Retired Employees (Exhibit F)
Resolution No. 2010-004, Approving Agreement for Legal Counsel Services (Exhibit G)
Amendment to Legal Counsel's Retainer Agreement (Exhibit H)
Resolution No. 2010-005, Approving Rich Esposto's Agreement for Consulting Services (Exhibit I)
Amendment to Rich Esposto's Consultant Services Agreement (Exhibit J)

cc: Sacramento County Board of Supervisors
Sacramento Interim County Executive, Steven C. Szalay
Sacramento City Council
Sacramento Acting City Manager, Gus Vina
Citrus Heights City Council
Citrus Heights City Manager, Henry Tingle
Elk Grove City Council
Elk Grove City Manager, Laura Gill
Folsom City Council
Folsom City Manager, Kerry Miller
Galt City Council
Galt City Manager, Jason Behrmann
Rancho Cordova City Council
Rancho Cordova City Manager, Ted A. Gaebler

ATTACHMENT 2A

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION
Fiscal Year 2010-11 Budget Summary

ATTACHMENT 2A

	2009-10		2009-10		2009-10		2009-10		2010-11	
	BUDGETED	Regulation	Metro14	ESTIMATE	Regulation	Metro14	BUDGETED	Regulation	Metro14	
EXPENDITURE SUMMARY										
Salaries & Benefits	\$627,959	\$294,463	\$333,496	\$508,841	\$226,216	\$282,625	\$603,279	\$273,430	\$329,849	
Services & Supplies	\$621,050	\$581,200	\$39,850	\$358,696	\$318,743	\$39,953	\$585,750	\$539,750	\$46,000	
Contingencies	\$20,000	\$20,000	\$0	\$0	\$0	\$0	\$20,000	\$20,000	\$0	
Fixed Assets	\$38,000	\$0	\$38,000	\$2,371	\$0	\$2,371	\$60,000	\$0	\$60,000	
SUBTOTAL OPERATIONS	\$1,307,009	\$895,663	\$411,346	\$869,908	\$544,959	\$324,949	\$1,269,029	\$833,180	\$435,849	
Channel Licensee Payments	\$2,865,856			\$3,153,542			\$854,616			
Closed Captioning	\$210,000			\$135,090			\$200,000			
Parental Video Assistance	\$60,000			\$0			\$60,000			
Revenue Distribution	\$9,382,335			\$11,140,042			\$9,650,646			
	<i>Revenue</i>	\$3,702,899	County	\$4,378,110	County	\$4,378,110	\$3,792,768	County	\$3,792,768	
	<i>Distribution:</i>	\$3,151,292	Sacramento	\$3,749,496	Sacramento	\$3,749,496	\$3,248,198	Sacramento	\$3,248,198	
		\$573,569	Citrus Heights	\$679,544	Citrus Heights	\$679,544	\$588,691	Citrus Heights	\$588,691	
		\$465,184	Folsom	\$551,046	Folsom	\$551,046	\$477,373	Folsom	\$477,373	
		\$158,077	Galt	\$187,124	Galt	\$187,124	\$162,106	Galt	\$162,106	
		\$926,398	Elk Grove	\$1,109,643	Elk Grove	\$1,109,643	\$961,287	Elk Grove	\$961,287	
		\$404,915	RanchoCordova	\$485,078	RanchoCordova	\$485,078	\$420,224	RanchoCordova	\$420,224	
Unfunded PERS Liability	\$0			\$0			\$0			
CP Augmentation Reserve	\$0			\$0			\$0			
TOTAL EXPENDITURES	\$13,825,200	\$13,413,854	\$411,346	\$15,298,582	\$14,973,933	\$324,949	\$12,049,796	\$11,613,947	\$435,849	
Positions	6.2	3.2	3	6.2	3.2	3	6.2	3.2	3	
MEANS OF FINANCING										
Interest Earnings	\$110,000	\$97,522	\$12,478	\$42,000	\$33,685	\$2,873	\$30,000	\$17,522	\$12,478	
Franchise/License Revenue	\$9,900,000			\$11,238,788			\$10,500,000			
PEG Fee Revenue (As of May 2009)	\$1,600,000	\$0	\$22,100	\$2,034,424	\$660	\$24,990	See PEG Fee Fund	\$0	\$22,100	
Misc. Revenues	\$22,100			\$25,650			\$22,100			
From Carry Forward/Reserve	\$2,193,100			\$1,957,720			\$1,497,696			
TOTAL FINANCING	\$13,825,200	\$97,522	\$34,578	\$15,298,582	\$34,345	\$27,963	\$12,049,796	\$17,522	\$34,578	
FUND CONDITION										
RESERVE BALANCE										
Reserve for Contingencies	\$150,000			\$150,000			\$150,000			
Metro Cable Reserve (YE)	\$162,091			\$161,957			\$150,000			
TRUST ACCOUNT										
Security Deposit (YE)	\$162,091			\$162,964			\$162,964			
(FY 2010-11 BUDETA - Page 1)										

ATTACHMENT 2B

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION
Fiscal Year 2010-11 Budget Summary

ATTACHMENT 2B

	2009-10	2009-10	2009-10	2009-10	2009-10	2009-10	2009-10	2009-10	2009-10	2010-11	2010-11	2010-11
	BUDGETED	Regulation	Metro14	ESTIMATE	Regulation	Metro14	ESTIMATE	Regulation	Metro14	BUDGETED	Regulation	Metro14
5/27/10 4:40 PM												
SALARIES AND BENEFITS												
Salaries & Wages	\$380,372	\$148,477	\$231,895	\$340,824	\$128,723	\$212,101	\$340,824	\$128,723	\$212,101	\$374,213	\$144,346	\$229,867
Benefits	\$240,350	\$138,749	\$101,601	\$163,661	\$93,137	\$70,524	\$163,661	\$93,137	\$70,524	\$221,816	\$121,834	\$99,982
Commissioner Expense	\$7,237	\$7,237		\$4,356	\$4,356	\$0	\$4,356	\$4,356	\$0	\$7,250	\$7,250	\$0
Subtotal Salaries & Benefits	\$627,959	\$294,463	\$333,496	\$508,841	\$226,216	\$282,625	\$508,841	\$226,216	\$282,625	\$603,279	\$273,430	\$329,849
Positions	6.2	3.2	3	6.2	3.2	3	6.2	3.2	3	6.2	3.2	3
SERVICES AND SUPPLIES												
Ads/Books/Printing/Dues	\$7,300	\$6,700	\$600	\$6,952	\$6,352	\$600	\$6,952	\$6,352	\$600	\$7,500	\$7,000	\$500
Film & Record Supplies	\$20,000	\$0	\$20,000	\$21,931	\$0	\$21,931	\$21,931	\$0	\$21,931	\$25,000	\$0	\$25,000
Travel/Transportation/Training	\$32,000	\$17,500	\$14,500	\$27,248	\$16,313	\$10,935	\$27,248	\$16,313	\$10,935	\$35,000	\$20,000	\$15,000
Insurance	\$26,500	\$25,000	\$1,500	\$21,487	\$21,487	\$0	\$21,487	\$21,487	\$0	\$26,500	\$25,000	\$1,500
Office Expense	\$6,500	\$5,500	\$1,000	\$6,524	\$5,793	\$731	\$6,524	\$5,793	\$731	\$8,500	\$7,500	\$1,000
General Counsel	\$240,000	\$240,000	\$0	\$106,898	\$106,898	\$0	\$106,898	\$106,898	\$0	\$200,000	\$200,000	\$0
Professional Services (County Acctg Svcs)	\$150,000	\$150,000	\$0	\$54,025	\$54,025	\$0	\$54,025	\$54,025	\$0	\$100,000	\$100,000	\$0
- Consultant Costs (Other Prof Svcs)	\$95,000	\$95,000	\$0	\$70,156	\$70,156	\$0	\$70,156	\$70,156	\$0	\$125,000	\$125,000	\$0
Rent	\$30,000	\$30,000	\$0	\$31,776	\$28,236	\$3,540	\$31,776	\$28,236	\$3,540	\$40,000	\$40,000	\$0
Other Operating Expense	\$13,750	\$11,500	\$2,250	\$11,698	\$9,482	\$2,216	\$11,698	\$9,482	\$2,216	\$17,500	\$15,000	\$2,500
Subtotal Services & Supplies	\$621,050	\$581,200	\$39,850	\$358,696	\$318,743	\$39,953	\$358,696	\$318,743	\$39,953	\$585,750	\$539,750	\$46,000
Contingencies	\$20,000	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000	\$20,000	\$0
Fixed Assets	\$38,000	\$0	\$38,000	\$2,371	\$0	\$2,371	\$2,371	\$0	\$2,371	\$60,000	\$0	\$60,000
SUBTOTAL OPERATIONS	\$1,307,009	\$895,663	\$411,346	\$869,908	\$544,959	\$324,949	\$869,908	\$544,959	\$324,949	\$1,269,029	\$833,180	\$435,849
CHANNEL LICENSEES												
Access/Community Programming												
AcSac HT-TV & GOTW	\$471,532	+CPI 0%	\$0	\$471,532	+CPI 0%	\$0	\$471,532	+CPI 0%	\$0	\$471,532	+CPI 0%	\$392,532
SECC	\$96,679	+CPI 0%	\$0	\$96,679	+CPI 0%	\$0	\$96,679	+CPI 0%	\$0	\$96,679	+CPI 0%	\$96,679
BESTNet	\$297,171	+CPI 0%	\$0	\$297,171	+CPI 0%	\$0	\$297,171	+CPI 0%	\$0	\$297,171	+CPI 0%	\$291,671
KVIE	\$55,859	+CPI 0%	\$0	\$55,859	+CPI 0%	\$0	\$55,859	+CPI 0%	\$0	\$55,859	+CPI 0%	\$55,859
Capitol Public Radio	\$195,507	+CPI 0%	\$0	\$195,507	+CPI 0%	\$0	\$195,507	+CPI 0%	\$0	\$195,507	+CPI 0%	\$0
Total Ch1 License BASE	\$17,875	+CPI 0%	\$0	\$17,875	+CPI 0%	\$0	\$17,875	+CPI 0%	\$0	\$17,875	+CPI 0%	\$17,875
Equipment Additional Funding	\$1,134,623	+CPI 0%	\$0	\$1,134,623	+CPI 0%	\$0	\$1,134,623	+CPI 0%	\$0	\$1,134,623	+CPI 0%	\$854,616
Licensee Additional Funding	\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0
BESTNet Agreement	\$1,731,233	BESTNet Rollover	\$0	\$2,018,919	BESTNet Spent (from rollover)	\$0	\$2,018,919	BESTNet Spent (from rollover)	\$0	\$0	BESTNet Phase 3 (Yr 1 of 3)	\$0
Total Ch1 Licensee Payments	\$2,865,856			\$3,153,542			\$3,153,542			\$854,616		
Closed Captioning												
Parental Video Assistance	\$210,000	Services & Equip.	\$0	\$135,090	Services	\$0	\$135,090	Services	\$0	\$200,000		\$200,000
Revenue Distribution	\$60,000	BOS Chamb-\$30K Rollover & Yr 2 \$30K	\$0	\$0	BOS Chamber Remodel - \$60,000 Rollover	\$0	\$0	BOS Chamber Remodel - \$60,000 Rollover	\$0	\$60,000		\$60,000
Unfunded PERS Liability	\$9,382,335		\$0	\$11,140,042		\$0	\$11,140,042		\$0	\$9,650,646		\$9,650,646
CP Augmentation Reserve	\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0
Transfer to PEG Fee	\$0		\$0	\$0		\$0	\$0		\$0	\$15,505		\$15,505
TOTAL	\$13,825,200	\$13,413,364	\$41,346	\$15,246,582	\$14,873,533	\$524,849	\$15,246,582	\$14,873,533	\$524,849	\$12,049,786	\$11,613,947	\$435,849

ATTACHMENT 3

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

RESOLUTION NO. 2010-002**A RESOLUTION ADOPTING THE
PROPOSED/FINAL BUDGET FOR FISCAL YEAR 2010-11**

WHEREAS, hearings have been terminated during which time any additions and deletions to the proposed budget for Fiscal Year 2010-11 were made.

THEREFORE, IT IS HEREBY RESOLVED in accordance with Section 29089 of the Government Code; the Budget for the Fiscal Year 2010-11 is hereby adopted in accordance with the following:

Salaries and Employee Benefits	\$ 603,279
Services and Supplies	585,750
Fixed Assets – Equipment	60,000
Parental JPA Member Video Assistance	60,000
Contingencies	20,000
Channel Licensees - Operations	854,616
Closed Captioning	200,000
Revenue Distribution	9,650,646
Transfer to PEG Fee Fund	15,505
TOTAL BUDGET REQUIREMENTS	\$12,049,796

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

FURTHER BE IT RESOLVED AND ORDERED that equity adjustments and universal salary increases for contract and non-contract employees, if any, are authorized at the same level as approved by the Board of Supervisors for unrepresented management, clerical, and technical employees of the County of Sacramento, and are authorized to be transferred from Contingencies for payouts per the personnel rules and the above adjustment and increase, as necessary.

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

FURTHER BE IT RESOLVED AND ORDERED that the Channel Licensee Annual Funding and Performance Agreements with the Sacramento Educational Cable Consortium, Access Sacramento, KVIE, and Capital Public Radio, attached hereto as Exhibits A, B, C, and D, and the Annual Performance Agreement with Religious Coalition for Cable Television (Exhibit E) are approved and that the Chairman of the Board of Directors be and is hereby authorized to execute the amended agreements.

FURTHER BE IT RESOLVED AND ORDERED that the Fiscal Year 2009-10 Budget is hereby amended to authorize a revenue distribution of \$11,140,042 to the Commission's member jurisdictions;

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

On a motion by Director _____, seconded by Director _____, the foregoing Resolution was passed and adopted by the Board of Directors of the Sacramento Metropolitan Cable Television Commission this 3rd day of June 2010, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Chairperson
Sacramento Metropolitan
Cable Television Commission

ATTEST:

Secretary,
Sacramento Metropolitan
Cable Television Commission

ATTACHMENT 4

FY 2010-11 Funding Request

Access Sacramento



**ACCESS SACRAMENTO BOARD REPORT TO
SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION
April 19, 2010 – Revised May 26, 2010**

Access Sacramento's six-month progress report features key projects completed in the current fiscal year, a matrix of basic programming statistics and highlights, representative audience data, and the Access Sacramento Board approved budget for fiscal year 2010-2011. In addition to our annual budget for operations, we included our request for additional funding from the designated PEG Capital and Facilities fund collected and administered by SMCTC. We appreciate the Cable Commission's continuing support of community media and for additional funds to help refurbish and update our facilities and equipment. Per request from SMCTC Executive Director Bob Davison, we have adjusted the Capital and Facilities request to reflect a two-year funding cycle.

Capital-Facilities Funds Replace Outdated Equipment and Build Future Capacity

Access Sacramento continues to maintain a very conservative budgeting policy. Permanent positions remain at 2003 levels. Due to the continuing fiscal crisis facing all local nonprofit organizations, government entities and businesses, the Access Sacramento Board of Directors authors a 2010-11 fiscal year Operations budget anticipating no additional revenue from SMCTC. Equipment purchases line items and Coloma lease payments to the City of Sacramento from last years budget, totaling \$79,000, have been moved into the new "Capital and Facilities Funding Request" (CFFR). The CFFR funds, derived from the dedicated 1% PEG Equipment Franchise Fee, permit replacement of equipment that has been in steady use for 10-15 years or more, far exceeding the recommended 5-year replacement schedule typical for broadcast operations. CFFR permits Access Sacramento's continued national leadership as a premier public access cable television nonprofit while simultaneously expanding our services to include innovative broadband video delivery, remote video acquisition, and social network interactivity using the Internet to distribute video "on-demand".

Requested CFFR funds will permit specific "investments", designed to further generate new content for our cable channels and new revenue for the nonprofit organization. For the past three years, Access Sacramento has successfully (a) Demonstrated 24/7 "streaming" video on the Internet in partnership with Video Streaming Services Company and other Internet technology innovators. (b) Invested reserve funds to purchase two NewTek Tricaster units – one high definition (SDI-HD) unit for use in the new "Green Studio" and a standard definition (SD) unit for use in the field permitting "live", multi-camera, transmission of video programming using both cable and the Internet for local and world-wide distribution.

Together, SMCTC and Access Sacramento have been a very productive and efficient team for twenty-five years. This report outlines our recent successes, expands the use of public access cable television resources, and introduces innovative and evolving media technologies, including broadband access and the Internet, "giving voice" to the underserved in our community.

2010-11 SMCTC Funding Request

Continued funding ensures another productive year of “Hometown-TV” community events and “Game-of-the-Week” high school and college sports - a continuing success story for SMCTC and Access Sacramento. We have included a detailed listing of the many programs produced or planned thanks to the designated grant funding, To continue this wonderful success and expand our volunteer program productivity, the Board of Directors recommends SMCTC’s consideration and approval of the requested separate Operations and Capital budgets below:

- **Annual base SMCTC grant funding for Access Sacramento of \$489,211 includes the continuation of the HT-TV and the GOTW grant of \$96,679.**
- **Removal of those equipment purchases and facilities lease line items appropriate for funding from the new Capital and Facilities Fund (CFF) totals \$79,000.**
- **No cost of living allowance (COLA) and no additional Operations funding is requested from SMCTC.**
- **Capital and Facilities Fund requests for replacement of current video and audio production equipment and an investment in new equipment totals \$289,000 in fiscal year 2010-11 and \$288,000 in fiscal year 2011-12.**
- **New projects such as the “Green Studio”, the field production Tricaster, and the lease of public access video content management equipment are intended to be revenue generating projects, helping to generate new funding for Operations.**
- **The Board, staff and volunteers of Access Sacramento appreciate the fiscal continuity and capital investment provided by the Cable Commission since 1985.**

ACCESS SACRAMENTO PROPOSED BUDGET

Operations (Current Year) – Capital/Facilities (Two Fiscal Years)

- **2010 - 2011 SMCTC OPERATIONS GRANT REQUEST**
- **2010 - 2011 SMCTC CAPITAL AND FACILITIES GRANT REQUEST**
- **2011 - 2012 SMCTC CAPITAL AND FACILITIES GRANT REQUEST**

The budget reflects requested funding for Operations of \$489,211 and Capital & Facilities Funding of \$289,000 in fiscal year 2010-11 and \$288,000 in fiscal year 2011-12. The budget request below is divided into four columns: (a) detailed chart of all accounts, (b) 2010-11 Operations Budget, (c) 2010-11 Capital & Facilities, and (d) 2011-12 Capital & Facilities.

CHART OF ACCOUNTS

REVENUE

SMCTC Grant
(includes HT-TV & GOTW)
Interest Income
Membership Fees
Fundraising
User Rental Fees
Training Class Fee

	2010-11 OPERATIONS	2010-11 CAPITAL & FACILITIES	2011-12 CAPITAL & FACILITIES
	\$489,211	\$79,000	\$79,000
	\$3,000		
	\$27,000		
	\$5,000		
	\$14,000		
	\$6,000		

Chart of Accounts

Contracted Productions
 Cash donations
 Program Underwriting
 Grants
 Film Festival
 1% PEG FACILITES GRANT
TOTAL REVENUE

	2010-11 Ops	2010-11 Cap	2011-12 Cap
Contracted Productions	\$25,000		
Cash donations	\$6,000		
Program Underwriting	\$7,500		
Grants	\$5,000		
Film Festival	\$11,600		
1% PEG FACILITES GRANT	\$0	\$289,000	\$288,000
TOTAL REVENUE	\$599,311	\$289,000	\$288,000

EXPENSES**PERSONNEL****COLA**

Executive Director
 Office Coordinator
 Digital Media Coord.
 Operations Director
 Chief Technician
 Radio Prog. Director
 Television Prog. Director
 Playback-Prod. Coordinator
 Multimedi Proj Coord
 Hometown Underwriting
 HT-Community Outreach
 HT & GOTW Prod. Crew
 Temp. Prod./Office Help
TOTAL PERSONNEL

COLA	\$0		
Executive Director	\$69,365		
Office Coordinator	\$26,250		
Digital Media Coord.	\$16,380		
Operations Director	\$49,541		
Chief Technician	\$18,900		
Radio Prog. Director	\$17,695		
Television Prog. Director	\$35,986		
Playback-Prod. Coordinator	\$27,963		
Multimedi Proj Coord	\$31,843		
Hometown Underwriting	\$5,000		
HT-Community Outreach	\$10,000		
HT & GOTW Prod. Crew	\$70,839		
Temp. Prod./Office Help	\$38,000		
TOTAL PERSONNEL	\$417,762		

PS BENEFITS

Payroll Taxes
 Medical Insurance
 Retirement Plan
 HT-TV Payroll Expense
 Workers Comp.
TOTAL PS BENEFITS

Payroll Taxes	\$28,350		
Medical Insurance	\$33,000		
Retirement Plan	\$11,000		
HT-TV Payroll Expense	\$2,000		
Workers Comp.	\$5,500		
TOTAL PS BENEFITS	\$79,850		

FACILITIES

Security and Storage
 Utilities (SMUD)
 Insurance
TOTAL FACILITIES

Security and Storage	\$4,000		
Utilities (SMUD)	\$11,500		
Insurance	\$14,000		
TOTAL FACILITIES	\$29,500		

SERVICES & SUPPLIES

Office Supplies
 Phone and Computer line
 Postage, General
 Printing, General
 Publications & Memberships

Office Supplies	\$4,000		
Phone and Computer line	\$6,500		
Postage, General	\$3,000		
Printing, General	\$2,000		
Publications & Memberships	\$2,000		

Chart of Accounts
 Accounting & Annual Audit
 Legal and Consultants
 Community Relations
 Mileage, Parking, Travel
 Promo & Advertising
 Interest Expense
 Training
TOTAL Services & Supply

PROD. & PROGRAMMING
 Festival of Cinema
 Video & Audio Tape
 Mobile Truck Maintenance
 Program Guide/Viewfinder
TOTAL P&P

Contingency
 Student Stipends
TOTAL Ed - Contingency

TOTAL OP EXPENSES

FIXED ASSETS & LEASES

Existing CAP Budget
 Coloma Building Lease
 New Prod. Equipment
 Replacement Equipment
 Office Equipment
 Office Software
Total CAP budget current

1% PEG CAP New Funds

HT-TV & GOTW (new)
 Truck
 Studio-in-a-Suitcase
 Coloma Main Studio
 Volunteer Production Office
 "Green" Tricaster Studio
 Radio Studios
 NNB & Media Lab
 Coloma Business Office
TOTAL 1% PEG CAP New

	2010-11 Ops	2010-11 Cap	2011-12 Cap
	\$14,000		
	\$750		
	\$9,000		
	\$3,500		
	\$10,000		
	\$250		
	\$1,500		
	\$56,500		
	\$4,000		
	\$2,000		
	\$6,000		
	\$2,000		
	\$14,000		
	\$199		
	\$1,500		
	\$1,699		
	\$599,311		
	\$0	\$48,000	\$48,000
	\$0	\$5,000	\$5,000
	\$0	\$11,000	\$11,000
	\$0	\$10,000	\$10,000
	\$0	\$5,000	\$5,000
		\$79,000	\$79,000
		\$43,500	\$91,000
		\$6,000	\$55,500
		\$0	\$49,000
		\$41,500	\$0
		\$9,000	\$0
		\$11,000	\$0
		\$189,500	\$62,500
		\$8,500	\$10,000
		\$289,000	\$288,000

Capital and Facilities Funding Request - 2010-11 AND 2011-12 Budget Sacramento Metropolitan Cable Television Commission

Access Sacramento respectfully requests SMCTC funding for the following items from the designated PEG Agency Capital and Facilities Franchise Fee for the fiscal year 2010-2011 and the following year 2011-12. We appreciate this opportunity to replace well-used equipment, and provide some new improvements to generate new revenue and better serve your constituents.

Total Request for New Capital and Facilities Upgrades	2010-11	2011-12	TOTAL
Mobile Production Truck (RV)	\$ 43,500	91,000	134,500
Main Coloma Center Television Studio Upgrade	0	49,000	49,000
Community Volunteer Camera Training and Check-out	\$ 21,500	20,000	41,500
Community Radio "The Voice"	\$ 11,000	0	11,000
Access Sacramento Office Upgrades	\$ 8,500	10,000	18,500
Studio-In-A-Suitcase and Tricaster for Field Production	\$ 6,000	55,500	61,500
"Green Studio" Additional Cameras	\$ 9,000	0	9,000
Neighborhood News Bureaus and the Media Lab	\$189,500	62,500	252,000
TOTAL Upgrades Request	\$289,000	288,000	577,000

Total Request for Existing Capital and Facilities

Coloma Center Lease	\$ 48,000	48,000
New Production Equipment	\$ 5,000	5,000
Replacement Equipment	\$ 11,000	11,000
Office Equipment	\$ 10,000	10,000
Office Software	\$ 5,000	5,000
TOTAL Existing Budget Request	\$79,000	79,000

Process of Developing Budget Requests -- Access Sacramento surveyed our staff, Board, and volunteers to compile the list. Many items in need of replacement are "original equipment" or purchased used to save money. These items range in age from 15-25 years of constant use. We discovered a particular challenge in purchasing new equipment compatible with our still functioning analog and digital standard definition (SD) gear. Many manufacturers are selling new equipment exclusively for use in 100% high definition (HD) environments. Our specifications sought out equipment compatible with our existing standard definition (SD) equipment. However, this will prove to be a growing concern as the major manufacturers convert to exclusive HD equipment lines and move-on to the next level of innovation, 3D television. Dev Singh, Director of Operations, is attending the National Association of Broadcasters Conference and Trade Show to evaluate these trends and make recommendations.

We divided the list into specific "projects" or work areas (a) maintaining our current, successful production capabilities (Truck, Studio, Radio, Volunteer Training, and Office) and (b) strengthening these resources by implementing new production strategies, using new technology (Tricaster, "Green Studio" and leased Video Content Management Equipment) to generate new revenue. We assume you will have further questions. We await further specific quotes from competing manufacturers and vendors.

Project: Mobile Production Truck (RV)

Annual production of 60-75 events per year from multiple venues and stadium sites requires further upgrades to our Hometown-TV and Game of the Week vehicles.

Current status: Production switcher and character generator are both 10-15 years old and need replacing. The cameras (3) are still very useful after four years but most sporting event shoots require a fourth camera. The 26-pin camera cables are showing wear after more than five years of heavy use and are in need of constant repair. Triax cables are recommended because they are more flexible, not easily damaged, and preferred by broadcast engineers. In addition to the cable, each camera requires a conversion control unit. ARCO is pre-wired for Triax cable connections, for example. Monitors and the intercom system are 15 years old and require replacement. Request for DVD copies of GOTW for sale at the games require an on-board duplicator.

Replacement Video Switcher SDI-HD capable (1) @	\$21,000
Compix (or equivalent) Character Generator (1) @	\$10,000
Sony DXC-55 Studio Camera, tripod, lens & camera control (CCU) (1) @	\$21,500
Four JVC (RGB inputs) studio TV monitors (4) @ \$1,000 each	\$ 4,000
Clear-Com Intercom (minimum of 8 stations) rack mount with headsets	\$ 7,000
One Five slot (5) multiple DVD Duplicator (1) @ \$1,000	\$ 1,000
Paint & Outfit Production trucks (2) @ \$5,000 ea.	\$10,000
Four Triax camera cables & control units (4) @ \$15,000 each	<u>\$60,000</u>
Total Mobile production Truck	\$134,500

Project: Main Coloma Center Television Studio Upgrade

After twenty-five years of daily use, the main Coloma studio is doing well. Recent upgrades purchased by Access reserve funds and SMCTC grant monies include conversion to DV-Cam record machines, curtains, new flooring materials, flat screen monitors, furniture upgrades, and automated playback with the Tightrope system.

Current status: The studio production switcher and character generator are also 10-15 years old and need replacing with the same units to be used on the Truck (for training purposes). The primary monitors for engineering and proper color are 15 years old. The lighting units are 25 years old and draw power and produce much more heat than new LED style instruments. Operation of LED lights are 20% the power usage of standard theatrical lighting and the bulbs last 50 times longer.

Replacement Video Switcher SDI-HD capable (1) @	\$21,000
Compix (or equivalent) Character Generator (1) @	\$10,000
Two studio TV monitors (2) @ \$1,500 each	\$ 3,000
Ten LED studio lighting instruments (10) @ \$1,500 each	<u>\$15,000</u>
Total Coloma Center Studio Upgrade	\$49,000

Project: Community Volunteer Camera Training and Check-out

Each week, our portable cameras are used in training classes and checked out to qualified volunteers. Each "rig" is also outfitted with batteries, tripod, microphone and lights as needed. Six years ago we had six camera systems to check out.

Current status: The six cameras have been heavily used and parts "cannibalized" to keep remaining units operational. Three units are operational but added demand would keep eight units busy. Replacement lights and microphones are needed as well. We maintain DV-Cam tape-to-tape editing also requiring character generator replacements. For video nonlinear editing (NLE) we have successfully upgraded over the years to six Apple Mac systems but we need a Windows based NLE system for volunteers more comfortable with Microsoft Windows PC systems.

Five Panasonic (or equivalent) field cameras SDI-HD (5) @ \$2,500	\$12,500
Compix (or equivalent) Character Generators (2) @ \$10,000	\$20,000
Sennheiser audio microphones (directional shotgun style) (4) @ \$500 ea.	\$ 2,000
Four portable lighting kits (4) \$1,000 each	\$ 4,000
One Dell (or equivalent) Nonlinear video editing computer and software	<u>\$ 3,000</u>
Total Portable Cameras and Editing Upgrades	\$41,500

Project: Community Radio "The Voice"

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

Current status: Access Sacramento currently rents/contracts "Live 365" providing Internet streaming and music copyright clearances under the federal Millennium Copyright Act. "Live 365" permits our radio producers to share their programs with audiences on the cable system and via the hundreds of simultaneous listeners via the Internet. By increasing our monthly fee from \$150 to \$500 per month, the audience size will grow. Additionally, the computers and software needed for "computer assisted radio production" are out of date by many years. We request an upgrade to the facility for our community radio volunteers and increase potential audience size by 400%.

"Live 365" Service agreement \$500 per month x 12 months	\$ 6,000
Radio operator "automated assist" software upgrade	\$ 2,000
Two Dell (or equivalent) Windows PC computers (2) @ \$1,500 each	<u>\$ 3,000</u>
Total "The Voice" Radio Upgrade	\$11,000

Project: Access Sacramento Office Upgrades

The office is the center for receiving programs, signing up new members, enrollment in our training workshops, building content on our web site, "burning" DVD copies of requested programs, and much more.

Current status: We lease our color copier/printer/fax machine. The primary office computer is the slowest one in the building and needs replacing. New monitors are needed to showcase channel 17 & 18 programming to our guests and a new multiple DVD duplicator is required to keep up with requests from GOTW and HT-TV fans.

IKON copier lease for three years @ \$5000 per year	\$15,000
One Dell (or equivalent) Windows PC computer (1) @ \$1,500 each	\$ 1,500
One Five slot (5) multiple DVD Duplicator (1) @ \$1,000	\$ 1,000
Two flat screen display monitors (2) @ \$500 each	<u>\$ 1,000</u>
Total Access Sacramento Office	\$18,500

Project: Studio-In-A-Suitcase and Newtek Tricaster for Field Production

Small venues and sites where there is no room for the larger Truck utilize the SIAS, developed by Access Sacramento more than ten years ago. In the past year, we used our equipment reserve funds to purchase a Newtek Tricaster for portable, multiple camera productions. The Tricaster has an onboard character generator and the capability of going "live" to the Internet with the push of a button.

Current status: SIAS/Tricaster production has increased, but there are no designated cameras/tripods to use with this unit. Cameras need to be reassigned from the Truck or shared from cameras used by the community volunteers and these multiple cameras often do not match each other in color and image quality. The basic intercom system needs to be upgraded, a second monitor and a separate "switcher keyboard" purchased to complete the unit. These purchases will permit greater flexibility of production tools in different sites and simultaneous 3 camera productions in two separate venues. The JVC cameras could be used to replace the 8- ear old Coloma studio cameras, if needed.

Large flat screen television monitor	\$ 1,500
Three JVC GY-HM790U studio cameras, tripods & lens (3) @ \$18,500 ea.	\$55,500
NewTek Tricaster switcher "keyboard" (1)	\$ 2,500
Portable intercom system (minimum 4 stations)	<u>\$ 2,000</u>
Total SIAS & Tricaster	\$61,500

Project: "Green Studio" Additional Cameras

Utilizing Access Sacramento accumulated reserve funds, last year we purchased a NewTek Tricaster for development of a "Green Screen Studio" utilizing a small space formerly used for tape-to-tape editing. It is growing in popularity because it permits one skilled operator to do the work of many people and using chroma-key technology to simulate "virtual studio" sets. These capabilities are currently limited because the "Green Studio" has only has 1 camera instead of 3 and one monitor instead of two.

Current status: Two more cameras will permit two-person interviews with close-ups of each person. Ideal operation of the Tricaster requires a second monitor and a “switcher keyboard” to help the operator efficiently operate the multiple systems.

Two Sony robotic controlled SDI-HD cameras (2) @ \$3,000 each	\$ 6,000
NewTek Tricaster switcher “keyboard” (1)	\$ 2,500
One additional flat screen large monitor	\$ 500
Total “Green Studio” Upgrades	\$ 9,000

Project: Neighborhood News Bureaus and the Media Lab

For three years, Access Sacramento has been demonstrating the link between community cable television-radio and the streaming of those channels via broadband cable to a non-cable television audiences via the Internet. Internet viewers of channel 17 now average more than 1,000 users per day. The growth of our cable audiences in Sacramento County and non-cable Internet viewers from throughout the region point the way to expanded services by better utilizing at-home computers, Comcast/SureWest & AT&T broadband cable connections, and cell phone technologies. Video and audio via broadband cable on the Internet permits us to expand our cable network to include exciting new sources of local content and information sharing. The Knight Foundation “News Challenge” Grant recently found our “Neighborhood News Bureau” project exceptional and rated it among the top 7% of 2,400 international applications. For a Power Point outline of the project, go to our web site www.AccessSacramento.org

Current status: We are building a central web site (www.AccessLocal.tv) to receive regular video/audio/text neighborhood updates from five (5) community centers in South Sacramento County – La Familia Counseling, Asian Resource Center, Valley Hi Library, Florin Creek Community Center and the Pannell Center in Meadowview. We will “train their trainers” using our media lab resources and theirs. In turn, they will invite their local neighbors to contribute short videos, pod casts, text messages, and regular “community reporter newscasts” focused upon “hyper-local” news for their communities. In turn, “AccessLocal.tv” and our cable channels will be routinely “watched” by local media (Sacramento Bee and Sacramento Press) for “leads” to be followed up by professional journalists.

To “host” the robust, open source, video “on-demand” web site, Access Sacramento proposes to contract server capacity from Video Streaming Services Company (see detailed proposal and timeline under “Attachment D”). By leasing Public Access Video Content Management Equipment, VSSC shall provide state-of-the-art server hardware, ongoing engineering support, maintenance of the servers and the web site architecture. The cable television programming created in our studios combined with video content remotely delivered to us via the Internet from neighborhood centers will be a model carefully reviewed by other communities within our County and by other community media centers throughout California. Why will others be so interested?

- Instead of building multiple community media centers throughout the County costing millions of dollars to build and maintain, www.AccessLocal.tv will coordinate current

resources, work with existing agencies and their staff and volunteers, and re-purpose their “community reports” for viewing throughout the region on our cable channels and throughout the world via Internet streaming.

- By threading together local leaders, youth, and net savvy technicians, we will better inform local neighborhoods, including bi-lingual English and Spanish.
- By obtaining and sharing relevant local information starting in South Sacramento County, we are attempting to address the 40% of the population not currently using the Internet, continuing to fulfill our mission to “give voice” to those people and events too often overlooked or misrepresented by commercial media.
- We will bridge the transition from exclusive cable content production and delivery to interactive online and cell phone originated-delivered information and embrace future trends and evolving open source and social networked technologies.
- Once established, we anticipate that in the second year, other Sacramento County communities, such as Rancho Cordova, Del Paso Heights, Folsom and other neighborhoods will want to provide similar training to their residents using the model and web site developed via this initiative.

First year of NNB project 2010-11:

Ten NLE computers for 5 NNB sites (10) @ \$1,750 each	\$ 17,500
Ten video cameras for NNB sites @ \$500 each (10) @ \$500 each	\$ 5,000
One year lease for video hosting server -- 1 year @ \$106,500	\$106,500
Six NLE computers for NNB training at Acc/Sac (6) @ \$1,750 each	<u>\$ 10,500</u>
Total for 2010-11	\$189,500

Planned growth in second year of NNB project 2011-2012:

Three additional Sacramento County sites:	
Equipment upgrades	\$39,000
2 computers, 2 cameras per site x 3 sites @ \$4,500 each	\$13,500
Additional hosting capacity	<u>\$10,000</u>
Total NNB for 2011-12	\$ 62,500

**Benchmark Events and Progress Report
(Fall 2009 – Spring 2010)**

SWOT Analysis Workshops Help Focus Board Activities

Charley Ansbach of Skystone Ryan Consulting conducted two workshops in the fall of 2009 (September and November). Board members reviewed our mission and discussed future directions. Ansbach emphasized new entrepreneurial initiatives are essential for nonprofit organizations. He explained, “A well-rounded nonprofit organization should operate as any successful business. However, instead of “profits” going to shareholders and owners, excess revenues are plowed back into the organization for the benefit of those served by the organization.” He strongly encouraged Access Sacramento serve as a role model in resource development for the many NPO’s we serve.

South County Media Discussion Surfaces Area Concerns About Media Coverage

Organized by Access Sacramento, Sacramento Media Group, California Common Cause, and the VISIONS and CARE community organizations, 60 South Sacramento County residents met and discussed how media impacts their sense of neighborhood and attitudes toward their neighbors. A common concern raised by many participants was the “negative” portrayal of “South Sacramento” in news stories. Media representatives in attendance included KCRA Channel 3, Sacramento Bee, Sacramento Press, and the Sacramento Observer. A video of the event was shown on Access Sacramento and posted to the new web site “AccessLocal.tv”.

“Place Called Sacramento” Film Festival Celebrates “10 Years – 100 Films”

800 guests enjoyed 12 films in the 2009 PCS, thus rounding out the ten-year effort to create 100 short films since the festival’s inception in the year 2000. Executive Director Ron Cooper was also honored earlier in the year by the Sacramento Music and Film Festival for Access Sacramento’s efforts to “create opportunities” for aspiring Sacramento filmmakers and scriptwriters.

Amy Goodman Access Sacramento Event Helps Fund Neighborhood News Bureaus

On November 21, journalist Amy Goodman helped Access Sacramento raised more than \$1,000 toward the “NNB” concept with a full house of fans in the Coloma Auditorium.

HR 3745 Advocated in NorCal Region – Access Sacramento Takes Leadership Role

The house bill to help fund capital and operations expenditures for PEG access organizations received a positive hearing thanks to initiatives launched by Access Sacramento and other PEG organizations. The Community Access Preservation Act (CAP Act) would mean about \$2 million dollars in annual revenue for local PEG organizations.

Holiday Party Held at CREST Theater and Crest Café

In the spirit of the season, 50 guests were treated to a great meal and a showing of “It’s a Wonderful Life” with Jimmy Stewart on the big screen.

UC Davis School of Education and Access Sacramento Plan Youth Media Forums

The South County Media Forum encouraged several attendees from UC Davis to begin planning an all Youth Media Forum for 2010. Kindra Montgomery-Block and Bel Reyes of the CRESS School of Education organized local leaders to meet monthly at Access Sacramento. The date for the event will be May 22 at the studios of KCRA.

Haitian Relief Telethon Marks First Use of the “Green Studio”

On February 26, Access Sacramento hosted a three-hour relief effort in support of NPO groups in Haiti. Utilizing local bands recorded with the production truck, in-studio guests recently returned from Haiti, and with the help of 60 different volunteers, the event was a great success. Each of the three, one-hour segments began and ended in our new “Green Studio” with the look of a large news set created ‘virtually’ in an 8’ x 10’ space.

“Electronic Lawn Signs” Signals New Effort to Help Candidates in Local Election Efforts

Access Sacramento provides local campaigns a new way to ask voters to participate. Using community cable channel 17 to impact local cable subscribers and simultaneously “stream” out

election messages on the Internet, Electronic Lawn Signs - ELS - offers campaigns an affordable and highly visible means to achieve the following:

- TV Opportunity - Provides local political candidates and initiatives a new advertising opportunity utilizing video to promote their positions and gain visibility.
- Affordable Flat Rate - Sixty-second television spots will be created and played back on channel 17 for a affordable flat fee, seen throughout Sacramento County.
- County-wide – Cable television (Comcast, SureWest, & AT&T systems) permits TV's power to influence a local audience as an option for all political campaigns.
- Better than static lawn signs - All spots will be seen daily by viewers an equal number of times in identified time slots in more than 250,000 Sacramento households.
- All candidates are treated equally for a flat fee.
- Revenue generated can help sustain Access Sacramento activities and stretch SMCTC grant funds

“March Madness” Signals New Precedent for Multiple Production within 24 Hours

On Friday and Saturday March 5 & 6, the Access Sacramento GOTW crew augmented by Cosumnes River Broadcast students, produced six different regional finals basketball games at ARCO arena – Division I, II, & III girls and boys. Simultaneous to this major truck event, a second four-camera crew using our new Tricaster, recorded the Sacramento News & Review “Jammie Awards” -- Friday night at the Crest Theater and Saturday night from the Mondavi Center. Producing eight major, four-camera productions, from three different venues within 24 hours with a total crew of more than 30 student interns, volunteers, plus part-time and full time staff members is unprecedented in Sacramento area television. This accomplishment can only be compared to the multiple venue coverage of the recent 2010 Winter Olympics in Vancouver – except with considerably less money. No television production organization in Sacramento can rival this achievement.

“Streamed” Internet viewers of Channel 17 Top 1,000 Per Day

In February of 2010, Access Sacramento, thanks to the technical support of Video Streaming Services, reached a new record for daily individual views of channel 17 “streamed” via the Internet to our web page www.AccessSacramento.org.

Friday February 5 --	832
Saturday February 6 --	997
Sunday February 7 --	1061
Monday February 8 –	889
Tuesday February 9 --	788
Wednesday February 10 --	853
Thursday February 11 --	906
TOTAL Views for Week	6,326
Average views per day =	903.7 views per day

Statistics supplied by Video Streaming Services Company for www.AccessSacramento.org

A “viewer” must go to the web site and click on the “Watch Channel 17” icon or “bookmark” the icon to be counted as watching the channel.

Comcast “On-Demand” Regional Individual Viewings

Orders for specific programs count when a Comcast cable viewer going to “Channel One On-Demand” clicks through “Get Local” till they pick a specific Access Sacramento program. The individual program viewing statistics are supplied by Comcast on-line services. We thank Comcast for these audiences survey results. Here are a sample of the individual Comcast “On-Demand” views for Access Sacramento programming in the month of October, 2009. Monthly total views average about 2,250 for from 20-30 different Access Sacramento programs available on Comcast “On-Demand”. We thank Comcast for this unprecedented cooperation.

OCTOBER COMCAST “ON-DEMAND” for ACCESS SACRAMENTO PROGRAMS

DART - Green Room	10
Global Climate Change	4
Kids Corporation #39	27
Kids Corporation #40	9
Kids Corporation #41	18
Kids Corporation #42	21
Kids Corporation #43	21
Listen Up! Classics	4
Oak Park Concert	27
Oak Park Summer Concert 2009 Part One	71
Oak Park Summer Concert 2009 Part Two	23
That Kid Has Talent	42
The Jazz Generation	10
Montgomery vs. Grant football	835
Folsom at Davis football	311
SN&R Sammies 2009a	58
SN&R Sammies 2009b	37
Boxing Without Borders – Mexico vs. NorCal Cal	
Expo Boxing	34
Kids Corporation #47	12
Kids Corporation #46	21
SIGLIFF – Gat and Lesbian Film Festival	5
Sac High vs. Rosemont football	522
CBS vs Jesuit football	326
Pleasant Grove vs. Del Campo football	231
Cosumnes Oaks vs. Rio Linda football	134
Kids Corporation Sac Zoo	12
Sacramento Mayor Interview - Livewire	14
The Sound of Moolah - play	9
Light Rail – Listen Up	8
Total of all October Access Sacramento program views	2890

Web Site Visitors for 9 months

Statistics calculated by FireSpring – the web host site for www.AccessSacramento.org

- Total views of web site during 9 months of fiscal year 2009-10 46,995 visits
- Average visits per month 5,221 per month
- Per cent difference from last year's number of visits +3.1%

Web Stats from July 2009 thru March 2010

Month	Unique Visitors	Number of visits
Jul 2009	3844	5435
Aug 2009	3787	5149
Sep 2009	4146	5960
Oct 2009	4126	5949
Nov 2009	3369	4842
Dec 2009	2729	3929
Jan 2010	3933	5416
Feb 2010	3538	5009
Mar 2010	3449	5306
Total	32921	46995

Production Partnership with Video Streaming Services

Access Sacramento's partnership with VSSC is creating new programming for our channels by documenting state agencies and other public and nonprofit meetings and posting them onto their web sites and playing them over the local cable channels. Several projects have been completed including 12 part coverage of the California Energy Commission's "Climate Change Conference" and a one-hour "live" to the Internet, location shoot for the "E-85 Fuel Foundation" featuring actress Darryl Hannah. Our relationship with VSSC and George Hall provides Access Sacramento with expertise we could not otherwise afford and the streaming of our channels offers VSSC 24/7 demonstration of their services and the quality of their streaming resources.

Board of Directors Has Maintained Experienced Members

Serving as volunteer "ambassadors" to the community, the Access Sacramento Board include specialized skills in our Board members and add special advisors with expertise in Internet business opportunities, State agency communications, senior issues, and legal advice.

- Inderjit Singh Kallirai, State of California Information Officer
- Xochitl Arellano, Communications for State Senate Latino Caucus
- Margie Metzler, Senior Activist Gray Panthers
- Carl Burton, Chair – Tax Payer Rights advocate
- Gary Martin, Vice-Chair – TV Department Head, Cosumnes River College
- Mary Reddick, Programming Chair – CSU Sacramento, On-Line Librarian
- Abhaya Maharaj, Middle School teacher and leader in Hindi community
- Arne Sampe, Retired Army and community leader for Toastmasters
- JoAnn Fuller, Treasurer – Associate Director of California Common Cause
- Alexander Vasquez, Voice Radio Programmer
- Justin Wilhite, Voice Radio Programmer
- Charlene Jones – Disabled citizen rights advocate and community organizer
- Clayton Moore – Apple Corporation Technical Advice Supervisor
- Richard Novoa, State Agency (retired), Sacramento Sports Commission
- Dr. Diego Bonilla, CSUS Assistant Professor of On-Line Development and Training

Other, non-voting advisors to the Board include:

- Anthony Salamanca, Secretary – CA. Department of Education, Retired
- George Hall – Video Streaming Services Corporation (business advisor)
- Patrick Powers, (Public Relations Advisor)
- Dave Walker and Lois Hart, (grant writing and Internet news advisors)
- Peter Brixie, Attorney (Legal Advisor)

PROGRAMMING COMMITTEE REPORT

All Television Programming (Channels 17 & 18)

July 1, 2009 – March 31, 2010 (nine months)

Original Programming Total Hours Channels 17 and 18 (all sources)

<u>Actual hours (2008-09)</u>	<u>To Date Actual Hrs (09-10)</u>	<u>Projected Actual (09-10)</u>	<u>Goal 2009-10</u>
9,805 (12 months)	8,022 (9 months)	9,412	9,800

Access Sacramento & SECC Original Hours Programming By Origin

	<u>(2008-09 actual)</u>	<u>(9 Month actual)</u>	<u>(Projected 09-10)</u>
All Local Programming	2,911	2,144	2,680 (-8%)
Non-local (local provider)	2,402	1,792	2,240 (-6.8%)
Community Messages (channel 18)	1,612	1,206	1,612 (same)
(includes original community radio)	6,925	5,142	6,532 (-5.7%)
Total hours SECC 1 st Run (9 months)	2,880	2,880	2,880 (same)
Acc/Sac and SECC Total Hours	9,805	8,022	9,412 (-3.9%)

Access Sacramento Programming Highlights of 2008-2009

Channels 17 and 18 are programmed 24 hours per day, 365 days per year, 17,520 total hours for two channels with original video and audio programming produced or provided by residents of Sacramento County. We project 9,412 original hours (53.5%) shall be cablecast during this fiscal year are unique programs, never before seen or heard in Sacramento County. Channel 17 & 18 are now streamed to the Internet. Anyone in the world can now go to www.AccessSacramento.org and watch local programming from Sacramento County from both channels 17 and 18 and community radio, "The Voice".

Community Radio Update

KCBL Community Radio, "The Voice" is programmed daily by local radio volunteers under the supervision of Programming Director Shane Carpenter. Each week 20-30 different producers create one-two hour programs. "The Voice", the only locally produced, non-commercial, general audience radio in Sacramento County, is carried 24/7 on the cable system in the following four different ways:

Cable radio frequency 88.7 FM to homes hooked up with a "splitter"
Switch to the Second Audio Frequency (SAP) on Channel 17 24/7
Heard on all cable sets when channel 18 Bulletin Board Messages are seen
Internet access via "Live 365" on the web site.

LiveWire – A Weekly "Live" Arts and Entertainment News Program Since 1992

The Producer for LiveWire, Michelle A. Barbaria, along with host Ray Tatar, continue to invite local arts and entertainment guests on the show. Additionally, Michelle and Liz Harrison, Co-Producer, train our new studio volunteers as they apply their new technical skills in a "live" studio production. LiveWire helps complete our training program in the following ways:

- "Live" crew experience introduces trainees to a quality production in service to the nonprofit and other community based organizations
- To gain confidence, we feature specialized training for those who want to focus on a particular piece of equipment including cameras, switcher, audio board, character generator, lights, and directing, and floor directing.
- We have 'pre' and 'post' production meetings to help new member-producers learn specific areas and work more effectively together as a team
- Access Sacramento has initiated 5 new television series from people who took the Studio Workshop and came to LiveWire to get certified and trained.
- Livewire has featured many new 'live' theatre acts and fulfilled our goals for interacting with the theatre community
- The Producer, Michelle Barbaria continues to blog about the show on our Access Sacramento SacBee blog site.

LiveWire features the people, places, and events from all of Sacramento County.

Here is a month-by-month synopsis of guests and topics dating back to May 2009.

- **May 09'** – Sacramento Swingtime and Automobile Museum, "Children of the Light" at California Stage, Body Joy, A Place Called Sacramento (PCS), Regional Water Authority, Magician Patrick Wallace, Performing Arts Festival, SN&R Sammies Day

- **June 09'** – Artist Kristen Biedermann, Strawberry Picnic, Quilt Show; Quilts for Orphans, Jazz Sunday, French Film Festival, French Fashion Show, Rhythm 'n' Rhymes, A Theatre Camp for Kids
- **July 09'** – Author Karen Anderson “Not on Your Life!”, Author Lorraine Holden “Don't get Thin, get Healthy”, Sacramento Sirens Cheer Elite and Sacramento Sirens Football Team, People Reaching Out, Midnight Mass Car Show, Roots and Horizons, D.A.R.T. (Drowning Accident Rescue Team), “Green Room” by Friends of Dorothy Productions
- **August 09'** – Brazilian Carnival Party, Jui Jitzu Demonstrations, Crocker Art Museum, Operation Patriotic Pin-Up, One House of Peace, Roberts Family Development Center
- **September 09'** – Scleroderma Foundation, “6 Women with Brain Death” by Lambda Players, United Way, Mayor Kevin Johnson, Toastmasters, P.C.S.
- **October 09'** – Sacramento Horror Film Festival, Thomas Jefferson, Educational re-enactments, Kids Corporation, Story-teller Angela James, Sacramento International Gay and Lesbian Film Festival, Edible Crawls for The Cystic Fibrosis Foundation, Scary Art
- **November 09'** – “A Taste of December” with The Folsom Cordova Community Center, Nor cal Services for the Deaf and Hard of Hearing, and “Camp Grizzly”
- **December 09'** - Fembots; ladies high school robotic team, Sac City Roller Derby, LiveWire Holiday Special, United Way Special
- **January 10'** – D.A.R.T. Demos, Soapbox with Jeannie Keltner, Nancy Bradley's Predictions for 2010 with Robert Reppert, “Shimmy & Shake for the Haiti Quake” A Burlesque Show Benefit for Haiti, Successful Thinkers, Folsom Cordova Community Partnership's Tutoring Program
- **February 10'** – Sacramento Jewish Film Festival, Bravo Bach! Festival, “Three Penny Opera” California Stage, Access Sacramento's Screenwriting Workshop, P.C.S., Downtown Sacramento Partnership, “The Women of Juarez” California Stage, Morris League Baseball “Honorary Negro League Game”, “Pensacola” by Lambda Players
- **March 10'** – Brazilian Center for Cultural Exchange, “Haiti Relief Telethon” presented by Access Sacramento and The Sacramento Music Alliance, Teen Challenge, Northern California Egg Artists, Sacramento Film Festival, “Arranged Marriage” By Sacramento Theatre Company, Boys and Girls Club of Greater Sacramento, Movies on a Big Screen, “Feria” Festival, and Alzheimer's Association “Memory Walk”

Listen Up! Sacramento – Bi-Weekly Music Show Featuring Sacramento's Best Musicians

The Producer for LiveWire, Michelle A. Barbaria, along with Producer and Host Erika Kjesltrom, and Sacramento News & Review introduce local musical talent on the show. Michelle and Erika, along with SN&R strive to introduce Sacramentans to the best new talent in the area. We also feature “Flashback” episodes by dipping into the Access Sacramento vault to preserve our musical heritage. Listen UP! accomplished the following:

- Worked with SN&R and feature up and coming local bands. We included Sammies and Jammies winners and other bands with positive and professional reputations.
- Featured all music genres, languages, and styles from Sacramento County
- Preserved the musical history at Access Sacramento by transferring older ¾” tapes to DVD and retaining past shows including Neon Nites, Sacramento Songwriter Showcase, and Sacto Active Rock.

- Created an opportunity for members interested to join us in learning the production process of producing and directing a music-based show.

“Listen Up! Sacramento” Highlights:

Bands and special episodes featured on "SN&R and Access Sacramento Present Listen Up! Sacramento" from May 2009 through March 2010 include the following local favorites:

- Train Wreck Revival, Justin Farren, Dean Haakenson of Be Brave Bold Robot, Prima, Ricky Berger, Con of Man, Tais, Matt McClean, Light Rail, Sir John, Breaking Glass, Random Abiladeze, Israel, Tha Fruitbat , Autumn Sky, Sonada Malay, “Buck Up or Shut Up on Listen Up!”

“A Place Called Sacramento” Festival and Film Production Contest Celebrates 10th Year
October 4, 2009 welcomed more than 800 local residents to the beautiful Crest Theater for the Tenth Annual PCS World Premiere – “10 Years – 100 Films”. These all locally created films are premiered at the Crest Theater, posted on our web site, and played throughout the year on our channels. This unique contest and volunteer production effort has produced 100 films about the people and places here in Sacramento. The PCS premiere also serves as the primary fundraising and “friend-raising” event of the year.

Any questions may be directed to Board Chair Carl Burton and/or Executive Director, Ron Cooper.

Access Sacramento
4623 T Street, Suite A
Coloma Community Center
Sacramento, CA. 95819
(916) 456-8600 #112



Appendix A 2009-10 Television & Radio Program Management and Content

SacBee.com addition of the Access Sacramento page - www.SacBee.com/Access_Sacramento
This is a unique relationship between community media and the local daily newspaper. Recently, this relationship now includes weekly highlights of each Game of the Week event posted on Sac Bee within 48 hours.

Four “Zones” of Community Messages on Bulletin Board Channel 18 only, (overnight and weekend days) alternates each hour with news from the world on DW-TV. New this year, we have used new software to create four (4) zones of information over a static photo of (1) the tree shaded T street neighborhood (Channel 17) and (2) the busy Old Sacramento waterfront at dusk (Channel 18). Each zone exhibits constantly rotating messages about community events, upcoming classes, program highlights, upcoming programming, and the weather report. Combined with “Voice” Community radio programming and public service announcements, Channel 18 is a multi-media entertainment modeled after the commercial digital channels. The BB messages include:

- (1) Marketing messages promoting, at no charge, Sacramento County nonprofit organizations and their events. No direct “call to action” or solicitation of donations is permitted.
- (2) Access Sacramento programming schedules, membership information, workshops and classes, encourage active participation in local “neighborhood” TV and Radio.
- (3) On-air acknowledgements for Access Sacramento business underwriters. Each message rotates for fifteen seconds each. Current PBS underwriting guidelines are used.

The music and information “underneath” the bulletin board is Access Sacramento Community Radio “The Voice” (17) and KPFA, Berkeley the oldest non-commercial community radio in the U.S. (18). See more complete “Radio” information below.

Board of Director’s Programming Committee -- The Access Sacramento’s Programming Committee meets each second Thursday at 3:30 PM and reports its recommendations to the monthly Board meeting the third Thursday of the month at 4:30 PM. The public is welcome to attend both meetings. Oversight of the channels, the facility located at the Coloma Community Center, and the 6 FT and 4 PT staff positions is the responsibility of the Board of Directors. These 15 community leaders are volunteers and serve as the “community ambassadors and resource stewards” for the organization.

Cable Channel 17 is defined as a local Community Use channel, cablecasting only “family friendly” programming twenty-four hours per day, seven days per week. Programming content is under the stewardship of the Access Sacramento Board of Directors and their designees. The majority of channel 17 programs are produced by local residents and groups. All channel 17

programming is also “streamed” on the Internet to the world at www.AccessSacramento.org in partnership with Video Streaming Services Company. International audiences numbering into the thousands watch specific Access Sacramento programming such as GOTW.

Cable Channel 18 is defined as a public access, Constitutionally protected, free speech, forum invites any Sacramento County resident to share a wide diversity of opinions, speakers, languages, and topics with their Sacramento County, cable-subscribing neighbors. Programs considered to be inappropriate for family viewing are not seen until after 11:00 P.M. and only on Public Access, However, this mature programming is less than 5% of the total local programming submitted to channel 18.

Approximately 60% of channel 18 programs are religious or faith based in content. Programs on channel 18 may be “streamed” on the Internet if they are submitted as MPEG 2 files. Many churches now use this feature to weekly preach to their affiliated missions around the world.

Local and International Programming Reflective of our Diversity -- Programs submitted are provided by Sacramento County residents and reflect their religious, ethnic, cultural, political, and entertainment values and beliefs. Approximately 25% of our programming features a language other than English.

Targeted Programming to Better Serve Our Community -- In addition to public access and community use programming, Access Sacramento provides the following programs in service to our many communities in Sacramento County. This variety and diversity of television programming is unique in the region.

LIVEWIRE – Arts and Entertainment Programming for Sacramento County

Produced each Wednesday “LIVE” from 5-5:30 on channel 17, LiveWire is the longest running A&E program in Sacramento television (originating in 1992 – more than 850 programs produced). Ray Tatar, formerly of the California Arts Council (retired) is our host. Featured guests include local NPO leaders and their fundraising events, new plays and movies, authors and their books, musical and theatrical performances, and more

“Hometown TV” and “Game of the Week” SMCTC Production Grants

Grant Expectations: Complete a minimum of 25 countywide “Hometown-TV” (HT-TV) events taped in the current fiscal year. In addition to worthwhile community events, 25 high school sports would also be covered as the “Game of the Week” (GOTW). Over the past three years, Access Sacramento averages between 60-70 events per year.

For HT-TV, local nonprofit groups are invited to apply, submit their applications to the Programming Committee, modifications to the application made if necessary, and either approved or denied for production.

GOTW contests are selected from various girls and boys sports throughout the year. The events selected are videotaped by a crew of 3-12 trained Access Sacramento staff members complimented by trained volunteers.

“Hometown TV” and “Game of the Week” projects are events that bring pride to their geographic, school, ethnic or cultural communities, by sharing them with 250,000 “cable neighbors” and “streamed” on the Internet to audiences around the world. All events taped in fiscal year 2008-2009 can be found in the Appendix B of this document. I

Access Sacramento and The Sacramento Educational Cable Consortium share programming responsibilities for both Channels 17 and 18. SECC distance learning college courses are cablecast on channel 17 from 7 AM - 5 PM M-F and channel 18 from 8 AM - 2PM M-F. Approximately 50% of the SECC channel time is used for distance learning, live classes from local colleges and 50% is used for satellite programming from outside sources such as ARTS Channel (LA), UCTV (from U of California campuses), and SCOLA (international newscasts).

Deutsche Welle Television (DW-TV) is daily news from the heart of Europe. Different from the SCOLA newscasts on SECC, DW-TV is broadcast in 100% English and features 30 minutes of world news followed by 30 minutes of documentaries or magazine style cultural programming from all continents of the world. With studios and correspondents throughout Europe, DW-TV is network style and broadcast quality. The Access Sacramento Board programs DW-TV to provide a fresh, daily, European perspective on world events and as an alternative to U.S. network coverage. Viewer feedback has been positive and the content draws new viewers to our services.

LINK-TV Documentaries are recorded off satellite and carried at select times. These are high quality stories, from various countries in the world, and translated into English for a U.S. audience. Profiles of distinct cultures, economic and environment challenges, and features on the plight of children are the themes we select for special showings in Sacramento County.

MOSAIC Daily News is seen at 5:00 – 5:30 PM each weekday (except Wednesdays for “Livewire”). Each 30-minute program is a round-up of select news stories from Mid-East national news broadcasts. The national POV’s from Israel, Saudi Arabia, Qatar, Iraq, Iran, Jordan and other countries are represented and translated into English for our local audiences.

Democracy Now! With Amy Goodman is seen daily at 6:00 PM and Midnight on channel 17. Known for her coverage of stories not covered in mainstream media and her journalistic integrity, Amy Goodman has a large following of local residents interested in her progressive style of “speaking truth to power”. Access Sacramento is now included as a regular stop in Sacramento for fundraising events. Democracy Now! Donates all proceeds to Access Sacramento for organizing these events.

Community Radio Programming from “The Voice of Sacramento County” -- “The Voice” the only locally produced, non-commercial, general audience radio in Sacramento County, is carried 24/7 on the cable system as follows:

- (1) Cable radio frequency 88.7 FM to those cable households with a “splitter”
- (2) Switch to the Second Audio Frequency (SAP) on Channel 17, The Sacramento Channel
- (3) Heard on all cable sets whenever the Community Messages are seen on Channel 18
- (4) “The Voice” community radio is distribution 24/7 on the internet at our web site www.AccessSacramento.org. Go to the front page of web site and click on The Voice icon and enjoy local community radio from any computer in the world.
- (5) **SacBee.com/Access_Sacramento now carries “The Voice on their web site.**



Attachment B

“Hometown-TV” and “Game of the Week” UPDATED Program Report

July 1, 2009 – March, 2010

Fifty-five Events completed
(Fifty events annually are required in SMCTC Grant)
120 hours of Local Programming

HT-TV applications are received and scheduled for production by
Programming Committee, the 2nd Thursday of each month at 3:30 PM.
Application forms are located on front page of web site
www.AccessSacramento.org



Attachment C

Newsletter Highlights July 2009 - March 2010

Each Monday Access Sacramento sends a newsletter out to 2500 members, friends and local media. The newsletter covers upcoming community events, Access Sacramento updates and other local media topics. These are the highlights of each month's newsletters from July 1, 2010.



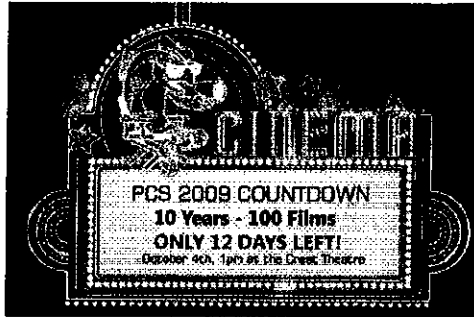
July 2009

Technological Madness - In Search of Perfection... In an Imperfect World, The 10th Annual Sac Film & Music Festival Ron Cooper to Receive Festival Honors, Opening Night Friday July 24, Access Sacramento Discusses "Neighborhood News Bureaus" at National Conference, WAVE Entry Forms Now Available - Enter Your Best Program.



August 2009

In Praise of Our Film Festival Community - An Open Letter to Mayor Kevin Johnson, Twelve Films Near Completion - Tenth Annual "Place Called Sacramento" On Schedule, Programming Committee Approves Great Line-Up of Hometown TV Events For Fall Season, Sacramento Bee Now Features "The Access Sacramento Page" at SacBee.com, Mayor Johnson Creates Arts Initiative - "For Arts Sake..." Access Sacramento E.D. Named to Film Committee.



September 2009

10 Years - One Hundred Films - See you October 4 for 12 New Local Movies, Series Lottery - Program Providers Encouraged To Attend, "A Place Called Sacramento" Film Festival Tenth Year Anniversary - Sunday October 4 at the Crest Theater "Ten Years - 100 Films", Five Access Sacramento Programs Named as Finalists in the 2009 WAVE Video Competition.



October 2009

Media and Community: Powerful Partners for Community Improvement - Conference Announcement, Bee Video Highlights Game of the Week 2009 Season, Access Sacramento Honored at Reno Conference and WAVE Awards, "Place Called Sacramento" Film Festival Will Continue to Encourage the Completion of Local Films, Future News Bureaus In Sacramento?



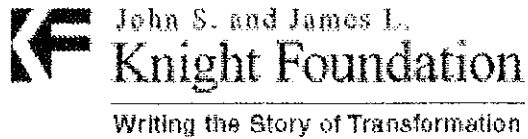
November 2009

Amy Goodman Visits Access Sacramento Saturday November 21, 2009, Comcast "ON-DEMAND" Features Wide Variety of Community Programming, G-O-T-W High School Sports Highlights Popular on Internet Sites, Cable Commission Joins Access Sacramento Board and Endorses CAP Act to Save PEG Access, Access Volunteer Wins 2009 Volunteer Spirit Award, Access Sacramento's Holiday Party - Join Us On December 23rd, "Green Studio" Guidelines Established - What Shows Do You Want to See?



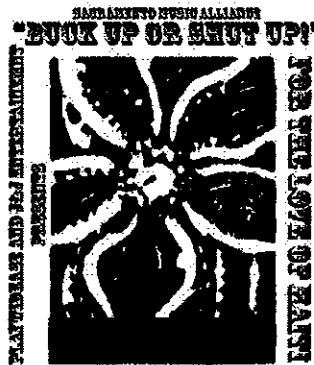
December 2009

Access Sacramento Channels Lead the "Open Access" Movement - Enter Open Access Video Contest, Kid's Corporation Excited - Santa to Visit "Livewire" Wednesday at 5:00 PM, Happy Holidays From Your Friends At Access Sacramento, Celebrate the New Year and the Old Year with Amy Goodman on Channel 17.



January 2010

Access Sacramento's New Programming Schedule - Tune In Today, Neighborhood News Bureaus Selected as Knight Foundation Grant Finalist, Planning Meeting Held: "Creating A Youth Media Forum - Goals and Vision", Haitian Relief - Just a Click Away.



February 2010

Studio Volunteers Sought for Haitian TV Telethon, Short Form Script Writing Class With Screenwriter Matt Perry - Polish Your PCS Entry, "Media Edge" Sunday Feb. 21 - Celebrate The 250th Episode - 500 Hours in 5 Years!



March 2010

Call For Entries - "Hometown Awards" - National Contest For Public Access Programming, "March Madness" on Channel 17 - Regional Basketball Championships From ARCO Arena, Celebrate St. Patrick's Day - Watch the Old Sacramento Parade Wednesday Night at 10 PM.



Attachment D

Video Streaming Services Company

Proposal for

**Leased Public Access
Video Content Management Equipment**

In support of:



Neighborhood News

ATTACHMENT 5

FY 2010-11 Funding Request

Capital Public Radio



April 19, 2010

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

Re: Request for funding FY 2010-2011

Dear Mr. Davidson & Sacramento Metropolitan Cable Television Commissioners,

The Sacramento Metropolitan Cable Television Commission has provided substantial annual support to Capital Public Radio since 1989. Throughout this 21+ year partnership, the Sacramento Metropolitan Cable Television Commission's ongoing financial commitment has made a significant impact on the quality and diversity of programs and services that we are able to bring every day to the greater Sacramento community.

Our on-going partnership allows Capital Public Radio to proudly provide not only the very best in NPR programming, but also includes:

- ◆ 24 hour classical music including *"Friday Night at the Opera"*
- ◆ Our award winning, locally produced daily news reports
- ◆ Our locally produced and innovative public affairs program, *"Insight"*
- ◆ Our Capitol News Bureau and the California Capitol Network, an innovative and well-respected news bureau that covers both the state legislature and local government that provides the news to 56 stations in California, Southern Oregon, and Western Nevada.
- ◆ Locally produced music programs like *"Mick Martin's Blues Party, Blue Dog Jam,"* and
- ◆ Unparalleled jazz programming

In order to continue providing community programming at the current level, Capital Public Radio is requesting a grant in the amount of **\$17,785** from the Sacramento Metropolitan Cable Television Commission for general operations and an additional sum of for capital improvements for fiscal year 2010-2011.

This general operations request will fund any one of the following services:

- Approximately 60% of the cost of our freelance reporters and commentators who cover a variety of local issues including the arts, or
- Approximately 2% of the personnel cost of our news department, or
- Approximately 11% of the personnel cost of our classical music department, or
- Approximately 10% of the personnel cost of our jazz department, or
- The annual cost of the *Mick Martin Blues Party* (weekly four hour show) or *Friday Night at the Opera* (weekly four hour show).

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

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



The request for capital improvements is for the following equipment:

1. Digital Audio Snake (Roland S-4000)	\$7,900
2. Remote ISDN unit	\$7,000
3. CPR Newsroom Comrex DH42	\$2,000
4. COOLDAD Software	\$ 500
5. Shotgun Microphone	\$ 400
Total Capital Improvements	\$17,800

The equipment listed above will allow Capital Public Radio to broadcast and record from a variety of locations including our own community room and outdoor concert area. It gives us the opportunity to provide programming unique to our community and allows us to provide coverage for important stories and events that we would otherwise not be able to cover. It replaces current outdated and well-used equipment. Please find attached a proposed budget for the general operations and the capital improvements request.

The Sacramento Metropolitan Cable Television Commission is acknowledged once per week on our stations, 90.9 and 88.9 for a total of 104 announcements per year. The Sacramento Metropolitan Cable Television Commission logo and website has been linked on our website as well. Capital Public Radio will continue to acknowledge the Sacramento Metropolitan Cable Television Commission on our air and through linkages through our website at www.capradio.org with funding in fiscal year 2010-2011.

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

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

Very truly yours,

Rick Eytcheson
President & General Manager

Attachment (2)
Proposed Budget; Proposed Budget Narrative

Sacramento Metropolitan Cable Television Commission
Funding Request for Fiscal Year 2010-2011
Capital Public Radio
Proposed Budget

	Funds requested from SMCTC	Capital Public Radio Match (cash & inkind)	TOTALS including Match
1. General Operations			
<u>Salaries and Benefits</u>			
Classical Music staffing including benefits	\$ 17,875	\$ 140,702	\$ 158,577
<i>Subtotal Salaries and Benefits</i>	\$ 17,875	\$ 140,702	\$ 158,577
<u>Other Expenses</u>			
On Air/Web Underwriting		\$ 12,000	\$ 12,000
<i>Subtotal Other Expenses</i>	\$ -	\$ 12,000	\$ 12,000
Total General Operations	\$ 17,875	\$ 152,702	\$ 170,577
2. Capital Improvements: Equipment			
Digital Audio Snake	\$ 7,900		\$ 7,900
Remote ISDN Unit	\$ 7,000		\$ 7,000
Newsroom Comrex DH42	\$ 2,000		\$ 2,000
COOLDAD Software	\$ 500		\$ 500
Microphone	\$ 400		\$ 400
Total Capital Improvements: Equipment	\$ 17,800	\$ -	\$ 17,800
3. Indirect (10%)		\$ 15,858	\$ 15,858
GRAND TOTAL:	\$ 35,675	\$ 168,560	\$ 204,235

Sacramento Metropolitan Cable Television Commission
Funding Request for Fiscal Year 2010-2011
Capital Public Radio: Proposed Budget Narrative
April 19, 2010

	Request to SMCTC	Capital Public Radio	Total Request to SMCTC
1. General Operations			
Salaries & Benefits	\$ 17,875	\$ 140,702	\$ 158,577
Approximately 11% of the personnel cost of our classical music department including benefits			\$ -
Other Expenses		\$ 12,000	\$ 12,000
To provide weekly on air messages on Capital Public Radio stations, "We get support from.." and web link for the SMCTC One message /week on 90.9 & 88.9 X \$100/ message X 52 weeks plus 52 weeks web link on capradio.org			
General Operations Total	\$ 17,875	\$ 152,702	\$ 170,577
2. Capital Improvements			
Digital Audio Snake: The digital audio snake provides the ability to handle multiple microphones operating over a single cable. It will be used for live music events or recording music events for future broadcast.	\$ 7,900		\$ 7,900
Remote ISDN Unit: The ISDN (Integrated Services Digital Network) line is a dial-up digital telephone service provided by the telephone company equipment and enables broadcasting from a remote location.	\$ 7,000		\$ 7,000
Newsroom Comrex DH42: This item will be used in our studios in locally originated programs such as <i>INSIGHT</i> where callers participate in the program. The unit will interface "plain old telephone service" and VOIP telephone lines with our broadcast equipment.	\$ 2,000		\$ 2,000
COOLDAD Software: This software will be used to integrate audio edited with Adobe Audition to our broadcast automation equipment.	\$ 500		\$ 500
Shotgun Microphone: This microphone will be used by the News Department and ofhter Broadcast personnel to opick up sounds from distant sources. It is particularly usefule when our reporters are required to pick up voices talking into a mircophone at an event e.g. musicians, speakers, presenters.	\$ 400		\$ 400
Capital Improvements Total	\$ 17,800	\$ -	\$ 17,800
3. Indirect expenses – 10% of Personnel to cover overhead costs		\$ 15,858	\$ 15,858
GRANT TOTAL OF OPERATIONS & IMPROVEMENTS	\$ 35,675	\$ 168,560	\$ 204,235
TOTAL Request to SMCTC:	\$ 35,675		

ATTACHMENT 6

FY 2010-11 Funding Request

KVIE



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

May 19, 2010

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

Dear Commission Members:

Because of the support of the commission, KVIE is able to serve Sacramento County with non-profit educational television on KVIE2. Through the programs we acquire and create, KVIE broadens our horizons and expands our sense of possibility by connecting us all to extraordinary people, places and ideas.

On behalf of KVIE, I am respectfully requesting that the Commission consider granting funding for the following capital projects from the additional 1% PEG fees collected from the providers for equipment purchases by licensees. KVIE has submitted this period's budget in the form of all capital requests to allow the Commission to provide KVIE's annual support from the 1% PEG fee pool and use funds that otherwise would have provided our base grant for other purposes.

- Our teleprompters, used by those on camera to be able to read a script while looking directly into the camera, are more than 25 years old and are based on analog technology that is no longer supported by the manufacturer. Repairs are no longer possible should the unit fail. A new teleprompter system is projected to cost \$22,000.
- Our audio console, which is used to mix various audio sources and microphones during the production of program content, was installed in 1996. Several modules of the console have already failed and the console is based on analog technology that does not meet the needs of a modern digital production system. KVIE's cost to replace the audio console with equipment based on modern digital audio processing technology is projected to be \$162,000.
- Our edit bay video monitors, used by program content editors to evaluate picture content for composition and video quality, are based on outdated analog technology that is no longer supported by the manufacturer. The proposed replacement video monitors, which are based on new digital flat screen technology, are projected to cost \$15,000
- Our Broadcast Archive, consisting of a robot tape library and a library management server, is used to warehouse video content until it is needed for presentation on KVIE2. The tape drives are due for replacement and the server is no longer compatible with the latest library management software. The replacement tape drives and server are projected to cost \$30,000
- Content for KVIE2 is currently delivered real-time via satellite and recorded directly onto convention video tape recorders. When needed for presentation on KVIE2, the content is dubbed from video tape to the video server, which is a time-consuming and labor-intensive task. With implementation of a Non-Real-Time Interconnect (NRT) system, content would be delivered as digital files that can automatically be moved directly to the video server for presentation or to the archive for later presentation. The proposed NRT system is projected to cost \$15,000.

KVIE productions of particular interest for Sacramento County residents that have aired in this fiscal year include *Facing the Mortgage Crisis*, which provided local information for struggling homeowners; *First Year Teachers*, which documented some of the issues facing our education system; and *Arts Alive: Second Saturday*, which showcased our community's unique arts offering. Still to come before this fiscal year ends is a new *Rob on the Road* special titled *Planes, Trains and Automobiles* that showcases three Sacramento County Museums – the Aerospace Museum of California, California State Railroad Museum and California Automobile Museum.

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

Sincerely,

David Lowe

David Lowe
President & General Manager

Attachment: KVIE Budget

KVIE Budget
Fiscal Year 2010/2011

Revenue Sources		
SMCTC Base Grant	\$	-
SMCTC Capital Grant - Teleprompters	\$	22,000
SMCTC Capital Grant - Audio Console	\$	162,000
SMCTC Capital Grant - Edit Bay Monitors	\$	15,000
SMCTC Capital Grant - Broadcast Archive	\$	30,000
SMCTC Capital Grant - NRT System	\$	15,000
Dues/Memberships/Fees	\$	5,993,755
Interest	\$	30,000
Other	\$	7,175,404
Total	\$	13,443,159
Expenditures		
Personnel	\$	4,290,979
Services & Supplies/Operations/G&A	\$	9,143,068
Grants/Scholarships	\$	-
Fixed Assets/Equipment	\$	871,722
Total	\$	14,305,769

*Staff is working on the FY11 budget and plans to submit a balanced budget to the KVIE Board for approval expected by 6/30/10

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

ATTACHMENT 7

FY 2010-11 Funding Request

SECC



April 19, 2010

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

Dear Bob:

Attached are the proposed 2010-2011 SECC and BESTNet Budget and a brief overview of 2010-2011 Goals. In order to submit a balanced budget SECC made the assumption funding from the Commission would be equal to 2009-10. If there are changes to the funding sources, SECC and BESTNet will need to adjust.

Please note we used a different format this year that is more detailed and complies with the SMCTC request to break out capital expenditures from operational expenditures. On the SECC and BESTNet operational side, this is a slim year for capital expenditures. We spent a lot of money last year on our automated playback system. I guess we were a year too early on that.

And per your request, SECC certifies that all funds will be expended for the purposes awarded and in compliance with all current federal and state laws and regulations. SECC assumes full responsibility for maintenance, repair and replacement of any initial funded equipment from SMCTC.

Please let me know if you have questions or concerns. SECC and BESTNet appreciate the continued funding and support from the Sacramento Metropolitan Cable Television Commission.

Sincerely,

Elizabeth Rhodes
Executive Director

Cc: SECC Board of Directors

encls



2010-2011 GOALS

Overview: During the past year SECC continued to reorganize and reduce expenditures in anticipation of reduced membership fees, grant revenue and budget cuts. As described in the attached, SECC and BESTNet operational budgets reflect a reduction in expenditures while maintaining core services and providing an expansion in cable classes, professional development opportunities and further expansion of the Student Educational Video Awards Program (SEVA).

The BESTNet 2010-11 Budget:

- It is anticipated when SECC receives the BTOP funding of \$5.6 million; SECC will begin a 3 year connection of 185 elementary schools (most of the remaining schools not currently connected to BESTNet.)
- Due to district budgetary constraints the SECC Board decided to defer 2010-2011 BESTNet fees.

The SECC 2010-2011 budget includes:

- No colas/raises for a second year
- Operational status quo (1 FTE reduction from 1 year ago)
- No increase in SECC membership fees
- \$20,000 from SECC Designated Reserve

SECC is planning on extending program hours and cable classes on SECC channels due to the operational success of the automated playback system purchased last year.

BESTNet:

1. Commence construction of Phase III, (elementary schools), a 3-year project pending BTOP funding.
2. Expand broadband curriculum and resource offerings to all schools through regional discounted licensing and local production.
3. Continue collaborative broadband projects and expand web-based programs with emphasis on shared professional development by all SECC member districts.

Educational Channels:

1. Program cable channels 15 and 16 twenty-four /seven with educational programs. Emphasis will continue on live classes and credit courses.

2. Program 17 and 18 part time based on fall and spring course schedules. These channels are programmed specifically with credit classes.
3. Continue to explore new content offerings for in-school and community use.
4. Increase student based productions and sharing these programs via cable and BESTNet. This project will include support from SECC partners Comcast and News 10.
5. Increase student enrollment in cable classes.

Student/Teacher Media Production:

SECC plans to continue expansion of its Student and Teacher Media Production Program via the Students Educational Video Awards (SEVA) program and the Digital Journalist program. SECC is currently in over 70 schools assisting students and teachers.

SEVA and SEVA training is a year-long program. The Student Educational Video Awards competition is the only countywide opportunity for local students to be recognized for excellence in educational video/multimedia production. It is important for each video to provide educational content and creativity. Production values are important as well.

In the competition, there are categories broken down by grade level. Entries are judged by:

- Educational message strength - this section is the most important area of the competition.
- Organization of production
- Production quality (editing, creativity, originality)
- Technical quality
- Talent of the reporter, interviewer, narrator and editor
- Overall impression

During the school year SECC hosts monthly training/networking sessions for teachers and students. They share their ideas and expertise during the evening and listen to experts in the field share specific topics such as copyright, scripting, lighting, editing, and web resources.

The training and resulting competition culminates in the Annual SECC/SEVA Award Night, the Sacramento version of the Academy Awards. The evening is a celebration of the talents of local students as television and media producers. Last year more than 900 students, parents and teachers attended the event at the Crest Theater.

Digital Journalist a companion piece to SEVA is a partnership between News 10 and SECC. News 10, through the Gannet Foundation funds 15-20 "starter" kits for teachers. SECC coordinates the distribution, training and follow up assistance with teachers. Teachers and students are encouraged to produce programs for the educational channels, their schools, community and the SEVA competition.

In conclusion, SECC is looking forward to a year of change and challenges. SECC believes there are opportunities to be embraced and resources to be leveraged in continued efforts to make the educational channels and broadband a valuable asset to Sacramento.

SECC PROPOSED J-2011 BUDGET
4/19/10

	ACTUAL YR END <u>2008-09</u>	BUDGET <u>2009-10</u>	PROJECTED <u>2009-10</u>	PROPOSED OPERATIONS <u>2010-2011</u>	PROPOSED CAPITAL <u>2010-2011</u>	PROPOSED TOTAL <u>2010-2011</u>
REVENUE						
Fiscal Year Revenue	\$126,475.00	\$60,000.00	\$95,339.00	\$59,000.00		\$59,000.00
Incoming Cash Balance		\$30,000.00	\$30,000.00	\$20,000.00		\$20,000.00
From Designated Reserve	\$297,171.00	\$297,171.00	\$297,171.00	\$291,671.00	\$5,500.00	\$297,171.00
SMCTC Grant	\$2,689.44	\$600.00	\$24.03	\$100.00		\$100.00
Interest Income	\$127,363.50	\$127,000.00	\$126,599.44	\$126,500.00		\$126,500.00
Membership Dues	\$3,000.00		\$4,000.00	\$4,000.00		\$4,000.00
SEVA/Award Night	\$3,020.00		\$1,675.89	\$1,000.00		\$1,000.00
SEVA Training Events	\$28,489.00	\$10,000.00	\$0.00	\$0.00		\$0.00
Channel Operations	\$34,954.00	\$15,000.00	\$15,860.00	\$0.00		\$0.00
Other(Projects/Grants/Royalties)	\$53,404.00		\$0.00	\$0.00		\$0.00
United Streaming	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00		\$0.00
West Sacramento						
Total Revenue	\$686,565.94	\$549,771.00	\$580,669.36	\$502,271.00	\$5,500.00	\$507,771.00
EXPENDITURES						
Personnel:						
Executive Director	\$86,590.12	\$86,590.00	\$86,590.00	\$79,374.16		\$79,374.16
Program Coordinator/Contract	\$865.00		\$0.00	\$0.00		\$0.00
Production Coordinator	\$44,087.64	\$44,088.00	\$44,088.00	\$44,088.00		\$44,088.00
Promotional Coordinator	\$38,961.90	\$38,962.00	\$38,962.00	\$34,812.00		\$34,812.00
Office Manager	\$52,310.00	\$52,310.00	\$52,310.00	\$52,310.00		\$52,310.00
Production Assistant	\$20,611.32	\$24,000.00	\$21,540.10	\$24,000.00		\$24,000.00
Program Assistant	\$12,516.00	\$10,000.00	\$13,260.00	\$13,500.00		\$13,500.00
Temporary Part Time	\$0.00	\$2,000.00	\$0.00	\$1,000.00		\$1,000.00
Contract Producers	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Consultants/Training	\$1,090.00	\$2,000.00	\$2,000.00	\$2,000.00		\$2,000.00
Benefits (SECC staff only)	\$104,765.90	\$120,000.00	\$125,682.34	\$142,000.00		\$142,000.00
Total Personnel	\$361,797.88	\$379,950.00	\$384,432.44	\$393,084.16	\$0.00	\$393,084.16
Services and Supplies:						
Facility Rent	\$38,074.96	\$44,000.00	\$39,967.35	\$45,000.00		\$45,000.00
Insurance	\$11,903.50	\$18,000.00	\$13,248.70	\$17,000.00		\$17,000.00
Office supplies	\$6,476.44	\$6,000.00	\$5,148.49	\$6,000.00		\$6,000.00
Telephone	\$2,072.87	\$2,300.00	\$2,046.23	\$2,300.00		\$2,300.00
Internet (Web Page)	\$662.10	\$1,000.00	\$1,026.55	\$1,000.00		\$1,000.00
Postage and Delivery	\$712.76	\$800.00	\$463.37	\$800.00		\$800.00
Promotion/Printing	\$324.41	\$1,000.00	\$392.49	\$1,000.00		\$1,000.00
Bank Charges	\$244.59		\$0.00	\$0.00		\$0.00
Payroll Service	\$1,512.36	\$1,700.00	\$1,318.56	\$1,500.00		\$1,500.00

SECC PROPOSED J-2011 BUDGET
4/19/10

Software and Upgrades	\$3,183.74	\$3,000.00	\$2,873.52	\$1,000.00	\$1,000.00
Accounting	\$4,700.00	\$4,700.00	\$4,700.00	\$4,700.00	\$4,700.00
Maintenance	\$1,804.06	\$3,500.00	\$1,997.21	\$2,500.00	\$2,500.00
Production Supplies	\$1,584.75	\$4,000.00	\$1,159.54	\$3,000.00	\$3,000.00
Channel Operations	\$23,288.94	\$10,000.00	\$853.30	\$1,000.00	\$1,000.00
Program Acquisitions	\$27.00	\$1,000.00	\$597.00	\$1,000.00	\$1,000.00
Videotape/DVD-R	\$2,013.91	\$3,000.00	\$2,424.50	\$2,000.00	\$2,000.00
Conferences & Seminars	\$625.00	\$1,500.00	\$403.09	\$1,500.00	\$1,500.00
Travel	\$617.78	\$2,000.00	\$1,003.00	\$1,000.00	\$1,000.00
Mileage	\$3,662.40	\$4,500.00	\$2,707.11	\$3,500.00	\$3,500.00
Entry Fees, Dues, Books/Subscriptio	\$75.00	\$500.00	\$0.00	\$500.00	\$500.00
Total Services and Supplies	\$103,566.57	\$112,500.00	\$82,330.01	\$96,300.00	\$96,300.00

	ACTUAL YR END 2008-09	BUDGET 2009-10	ACTUAL YTD 2009-10	PROPOSED OPERATIONS 2010-2011	PROPOSED CAPITAL 2010-2011	TOTAL 2010-2011
Fixed Asset Acquisitions:						
Production Equipment	\$505.88	\$13,000.00	\$13,960.45	\$2,000.00	\$2,000.00	\$2,000.00
Playback System	\$1,317.35	\$2,000.00	\$946.09	\$1,000.00	\$1,000.00	\$1,000.00
Office Equipment	\$3,810.46	\$3,000.00	\$3,739.11	\$2,500.00	\$2,500.00	\$2,500.00
Total Asset Acquisitions	\$5,633.69	\$18,000.00	\$18,645.65	\$0.00	\$5,500.00	\$5,500.00

	ACTUAL YR END 2008-09	BUDGET 2009-10	ACTUAL YTD 2009-10	PROPOSED OPERATIONS 2010-2011	PROPOSED CAPITAL 2010-2011	TOTAL 2010-2011
PROJECTS:						
Awards Night	\$4,848.58	\$5,000.00	\$5,850.00	\$5,000.00	\$5,000.00	\$5,000.00
Digital Journalist	\$15,546.50	\$4,000.00	\$15,525.58	\$4,000.00	\$0.00	\$0.00
SEVA Training	\$3,219.93	\$9,000.00	\$3,334.03	\$4,000.00	\$4,000.00	\$4,000.00
Total Projects	\$23,615.01	\$9,000.00	\$24,709.61	\$9,000.00	\$9,000.00	\$9,000.00
Contingency		\$30,000.00	\$0.00			\$3,886.84
TOTAL EXPENDITURES	\$494,613.15	\$519,450.00	\$510,117.71	\$498,384.16	\$5,500.00	\$503,884.16

	6/30/09	2/28/10	Projected Balances on 6/30/10
Cash Balances:			
Petty Cash	\$200.00	\$200.00	\$200.00
Wells Fargo Checking	\$13,592.11	\$7,426.73	\$6,074.65
Wells Fargo Stagcoach Money Marke	\$84,466.68	\$208,056.33	\$78,420.00
Dean Witter Liquid Asset Fund	\$102,330.19	\$102,334.51	\$72,335.00
TOTAL CASH BALANCE	\$200,588.98	\$318,019.57	\$157,029.65
Designated Cash Reserve*	\$105,250.00	\$75,250.00	\$55,250.00

SACRAMENTO EDUCATIONAL CABLE CONSORTIUM

2010-2011 BUDGET NARRATIVE

Overview: During the past year SECC has continued to consolidate and reduce expenditures in anticipation of reduced revenue and budget cuts. The attached budget is a conservative budget for 2010-2011, which includes:

- Conservative estimate of carryover funds from 2009-2010
- Reduction in expenditures from 2009-2010
- no colas/raises
- operational status quo
- no increase in membership fees
- deferment of 2010-2011 BESTNet fees
- \$20,000 from Designated Reserve
- Per SMCTC request, differentiation of capital and operational expenditures

A. REVENUE

Incoming Cash Balance: Based on projected carryover from 2009-2010 due to reduced expenditures and cuts.

SMCTC Grant: As requested from Cable Commission The Commission has not indicated a cut or reduction in funding. The Grant will be determined during budget hearing in June.

Interest Income: Based on estimated cash balance.

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

SEVA Award Night: Anticipate Comcast as continued sponsor.

Channel Operations: No anticipated income due to automated system.

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

West Sacramento: No anticipated income.

From Reserves: Funds required to balance the budget from SECC Designated Reserve. Every effort will be made to keep utilization of these funds limited.

B. EXPENDITURES:

Personnel: As indicated with no colas nor raises: Note shared salaries with BESTNet:

Salary Adjustments: None

Benefits: For salaried staff (50% time or over); includes payroll taxes, medical plan allotment and 15% allocation for the 401K plan. Increase due to an additional

employee eligible for 401K plus significant increase in medical insurance premiums.

Facility Rental: Office space based on current lease plus projected CAM expenses.

Insurance: Based on quote and projected increases from Driver,

Office Supplies: Based on adjusted current year figures.

Telephone: Based on current year figures.

Internet (Web Page): Internet service as well as charges associated with web site.

Postage & Delivery: Based on current year figures.

Promotion/Printing: Includes incidental printing, set-up and copying such as SECC stationary, labels and miscellaneous flyers. Also includes photographic and graphic supplies (computer artwork, software, font, and theme artwork) and other promotional activities.

Payroll: Based on projections for SECC payroll service

Software: as needed for office, editing, web.

Accounting based on contract with Daniel Ross & Associates. Includes annual review as Board approved.

Maintenance: Based on adjusted current year figures. Includes maintenance on video and office equipment.

Production Supplies and Services: Includes production/video materials, music library, voice over stipends, student DV host stipends etc.

Channel Operations: Based on projected limited needs for automated system.

Program Acquisitions: Acquired program needs identified by the membership.

Videotape/DVD-R: Based on projection for next year's needs. Includes production and duplication tape and disks.

Conferences and Seminars: Registration fee for identified conferences

Travel: Limited 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: SECC will continue to upgrade its existing production equipment and enhance its editing systems plus replace an 8-year-old field camera.

Playback System: Allocation for new automated system enhancements.

Office Equipment: Equipment replacement/upgrades including computer and printer, monitor.

SECC Projects: Budgets for projects to be determined based on grants and contributions as projected.

Award Night: SECC 22nd annual awards night and SEVA competition.

Digital Journalist: Contingent upon grant continuation hence no budgeted item

SEVA Training: SEVA trainings continued from 2009-2010 (October event and subsequent evening events.)

BESTNet Proposed 2010-2011 Budget

4/19/10

	<u>ACTUAL YR END</u> 2008-09	<u>BUDGET</u> 2009-10	<u>PROJ YEAR END</u> 2009-10	<u>PROPOSED OPERATIONS</u> 2010-2011	<u>PROPOSED CAPITAL</u> 2010-2011	<u>TOTAL</u> 2010-2011
REVENUE						
Fiscal Year Revenue	\$75,000.00			\$9,000.00		\$9,000.00
Incoming Cash Balance						\$0.00
Equity Fund Match (Commission)						\$55,859.00
SMCTC BESTNet Grant	\$55,859.00	\$55,859.00	\$55,859.00	\$55,859.00		\$0.00
BESTNet Equity/Equipment Assessment		\$0.00	\$0.00			\$0.00
SECC BESTNet Assessment						\$0.00
Interest Income	\$295.92	\$50.00	\$18.22	\$20.00		\$20.00
Network Construction - SMCTC	\$45,662.14	\$1,300,000.00	\$2,018,938.88		\$1,000,000.00	\$1,000,000.00
Network Construction - SECC Members	\$53,936.01	\$1,300,000.00	\$2,018,938.88			\$0.00
Total Revenue	\$230,753.07	\$2,655,909.00	\$4,093,754.98	\$64,879.00	\$1,000,000.00	\$1,064,879.00
EXPENDITURES						
Personnel:						
Executive Director	\$12,324.96	\$12,325.00	\$12,325.00	\$23,325.00		\$23,325.00
Production Coordinator	\$12,324.40	\$12,325.00	\$12,325.00	\$12,325.00		\$12,325.00
Promotional Coordinator	\$17,850.00	\$17,850.00	\$17,850.00	\$22,000.00		\$22,000.00
Consultants/Training	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Contract: Network Install/Main/Operations	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Total Personnel	\$42,499.36	\$42,500.00	\$42,500.00	\$57,650.00	\$0.00	\$57,650.00
Services and Supplies:						
Accounting		\$800.00	\$800.00	\$800.00		\$800.00
Insurance	\$0.00	\$500.00	\$1,000.00	\$1,000.00		\$1,000.00
Production Supplies	\$0.00	\$1,000.00	\$900.00	\$1,000.00		\$1,000.00
Internet/Website	\$125.25	\$500.00	\$300.00	\$500.00		\$500.00
Software	\$100.00	\$1,000.00	\$870.00	\$1,000.00		\$1,000.00
Network Hardware Supplies		\$9,000.00	\$0.00	\$0.00		\$0.00
Total Services and Supplies	\$225.25	\$12,800.00	\$3,070.00	\$4,300.00		\$4,300.00
Fixed Asset Acquisitions:						
Equipment Capital	\$1,138.61					
Computer	\$0.00					
Total Asset Acquisitions	\$1,138.61	\$0.00	\$0.00	\$0.00		\$0.00
Contingency						
Sub Total Operating Expenses		\$55,300.00	\$45,570.00	\$61,950.00		

BESTNet Proposed 2010-2011 Budget
4/19/10

One-Time Capital Expenditures:				
Layer Three Switches	\$0.00	\$0.00	\$18,034.55	
Auto-playback/Streaming System	\$6,011.45			
Network Construction: Schools & Commission	\$125,805.22	\$2,600,000.00	\$4,037,877.76	\$1,000,000.00
TOTAL EXPENDITURES	\$175,679.89	\$2,655,300.00	\$4,083,447.76	\$1,061,950.00

	As of 6/30/09	As of 2/28/10	Projected Year End
Wells Fargo BESTNet Checking Account	\$82,816.81	\$309,976.61	\$59,941.48
Liberty Group - BESTNet Maintenance Fund	\$153,406.23	\$153,425.63	\$500,391.08

BESTNET SMCTC Project Totals	
2006-2007	\$48,331.45
2007-2008	\$864,118.65
2008-2009	\$45,622.14
2009-2010 (Actual to 2/5/10)	\$1,059,797.88
Projected 2010	\$849,641.00
Projected Equipment	\$109,500.00
SMCTC TOTAL	\$2,977,011.12

SACRAMENTO EDUCATIONAL CABLE CONSORTIUM

2010-2011 BUDGET NARRATIVE

BESTNET

A. REVENUE

Incoming Cash Balance: Based on projected carryover from 2009-2010 due to reduced expenditures and cuts

Equipment Fund Assessment: The assessment is budgeted the same as 2009-2010 and date of assessment is to be determined by the Board. In light of budget constraints within the districts, the Board thought it prudent to defer collection of assessment until funds are needed.

SMCTC Grant: As requested from The Sacramento Metropolitan Cable Television Commission. The Commission has not indicated a cut or reduction in funding. The Grant will be determined during budget hearing in June.

Network Construction for Elementary Schools: Based on SMCTC's \$1 million commitment to be supplemented by BTOP funds.

B. EXPENDITURES:

Personnel: As indicated: (Note shared salaries with SECC Cable Budget)
Executive Director
Production Manager
Promotion Manager

Consultants: Eliminated for 2010-2011 budget

Services and Supplies:

Accounting: As contracted with Dan Ross to oversee contingency fund

Insurance: As estimated from Driver Alliant

Production Supplies

Internet/Website -- costs associated with on-line fees

Network/hardware supplies: There are no major expenditures planned since network refreshment occurred in 2008-2009. Funds allocated for on-going miscellaneous expenditures.

Fixed Assets: No expenditures planned.

Network Construction: Phase II should be completed by June 2010. All equipment should be purchased. Phase III Elementary Schools is scheduled to begin September 2010 pending BTOP grant approval. If the grant is not approved, Phase III will be restructured, not eliminated.

BESTNet Maintenance Fund: Reserve fund as required by SMCTC/Comcast/SECC contract to be used for unanticipated expenses after the BESTNet build (pole replacements.)

BESTNet SMCTC Project Totals: Total funds expended by the Cable Commission for BESTNet with projected 2009-2010 year end expenditures. Note the project is under budget by over \$900,000, almost 25%.

EXHIBIT A

ANNUAL FUNDING AND PERFORMANCE AGREEMENT

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

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

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

B. The purpose of this Funding Agreement is to provide certain funds to Licensee for the purpose of operating the cable television channel(s) licensed to it under the Licensing Agreement, so long as those funds do not originate from public, educational, and governmental (PEG) access channel fees, the use of which is further restricted as set forth in Section 4 of this Funding Agreement.

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

WHEREFORE, THE PARTIES AGREE:

1. Payment to Licensee.

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

FISCAL YEAR 2010-11	
Access Sacramento Base - Operations	\$ 392,532
Access Sacramento Base – Facilities (PEG Fees)	\$ 79,000
Home Town T (HT-TV) Base	\$ 51,700
Game of the Week (GOTW) Base	\$ 44,979
PEG Fee Funding	\$ 289,000
TOTAL FY 2010-11	\$ 857,211

ANNUAL FUNDING AND PERFORMANCE AGREEMENT
Sacramento Community Cable Foundation DBA Access Sacramento
Page 2

The above payments will be made on or about August 15, 2010 and February 15, 2011.

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

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

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

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

ANNUAL FUNDING AND PERFORMANCE AGREEMENT
Sacramento Community Cable Foundation DBA Access Sacramento
Page 3

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

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

8. Term. The term of the Funding Agreement ends June 30, 2011.

SACRAMENTO COMMUNITY
CABLE FOUNDATION
DBA ACCESS SACRAMENTO

SACRAMENTO METROPOLITAN
CABLE TELEVISION COMMISSION

By: _____

By: _____

Title: _____

Title: Chair, Board of Directors

Date: _____

Date: _____

EXHIBIT B

ANNUAL FUNDING AND PERFORMANCE AGREEMENT

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

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

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

B. The purpose of this Funding Agreement is to provide certain funds to Licensee for the purpose of operating the cable television channel(s) licensed to it under the Licensing Agreement, so long as those funds do not originate from public, educational, and governmental (PEG) access channel fees, the use of which is further restricted as set forth in Section 4 of this Funding Agreement.

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

WHEREFORE, THE PARTIES AGREE:

1. Payment to Licensee.

(a) For and in consideration of Licensee operating the cable channel(s) for which it is licensed according to the approved proposal, SMCTC hereby agrees to pay Licensee in two semi-annual installments the total sum of **THIRTY FIVE THOUSAND SIX HUNDRED SEVENTY FIVE DOLLARS (\$35,675)** as follows:

FISCAL YEAR 2010-11	
Capital Public Radio Base	\$17,875
PEG Fee Funding	\$17,800
TOTAL FY 2010-11	\$ 35,675

The above payments will be made on or about August 15, 2010 and February 15, 2011.

ANNUAL FUNDING AND PERFORMANCE AGREEMENT

Capital Public Radio

Page 2

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

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

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

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

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

ANNUAL FUNDING AND PERFORMANCE AGREEMENT

Capital Public Radio

Page 3

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

8. Term. The term of the Funding Agreement ends June 30, 2011.

CAPITAL PUBLIC RADIO

SACRAMENTO METROPOLITAN
CABLE TELEVISION COMMISSION

By: _____

By: _____

Title: _____

Title: Chair, Board of Directors

Date: _____

Date: _____

EXHIBIT C

ANNUAL FUNDING AND PERFORMANCE AGREEMENT

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

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

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

B. The purpose of this Funding Agreement is to provide certain funds to Licensee for the purpose of operating the cable television channel(s) licensed to it under the Licensing Agreement, so long as those funds do not originate from public, educational, and governmental (PEG) access channel fees, the use of which is further restricted as set forth in Section 4 of this Funding Agreement.

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

WHEREFORE, THE PARTIES AGREE:1. Payment to Licensee.

(a) For and in consideration of Licensee operating the cable channel(s) for which it is licensed according to the approved proposal, SMCTC hereby agrees to pay Licensee in two semi-annual installments the total sum of TWO HUNDRED FORTY FOUR THOUSAND DOLLARS (\$244,000) as follows:

FISCAL YEAR 2010-11	
KVIE Base	\$195,507
PEG Fee Funding	\$ 48,493
TOTAL FY 2010-11	\$ 244,000

The above payments will be made on or about August 15, 2010 and February 15, 2011.

ANNUAL FUNDING AND PERFORMANCE AGREEMENT

KVIE, Inc.

Page 2

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

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

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

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

ANNUAL FUNDING AND PERFORMANCE AGREEMENT

KVIE, Inc.

Page 3

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

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

8. Term. The term of the Funding Agreement ends June 30, 2011.

KVIE, INC.

SACRAMENTO METROPOLITAN
CABLE TELEVISION COMMISSION

By: _____

By: _____

Title: _____

Title: Chair, Board of Directors

Date: _____

Date: _____

EXHIBIT D

ANNUAL PERFORMANCE AGREEMENT

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

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

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

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

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

WHEREFORE, THE PARTIES AGREE:

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

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

ANNUAL PERFORMANCE AGREEMENT

RCCTV

Page 2

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

4. Term. The term of the Agreement ends June 30, 2011.

Dated: _____

SMCTC

Chairperson
Sacramento Metropolitan
Cable Television Commission

Dated: _____

**Interfaith Service Bureau, DBA Religious
Coalition for Cable Television**

By: _____

Print: _____

Its: _____

EXHIBIT E

ANNUAL FUNDING AND PERFORMANCE AGREEMENT

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

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

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

B. The purpose of this Funding Agreement is to provide certain funds to Licensee for the purpose of operating the cable television channel(s) licensed to it under the Licensing Agreement, so long as those funds do not originate from public, educational, and governmental (PEG) access channel fees, the use of which is further restricted as set forth in Section 4 of this Funding Agreement.

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

WHEREFORE, THE PARTIES AGREE:

1. Payment to Licensee.

(a) For and in consideration of Licensee operating the cable channel(s) for which it is licensed according to the approved proposal, SMCTC hereby agrees to pay Licensee in two semi-annual installments the total sum of **THREE HUNDRED FIFTY THREE THOUSAND AND THIRTY DOLLARS (\$353,030)** as follows:

FISCAL YEAR 2010-11	
SECC Base	\$ 291,671
BESTNet Base	55,859
BESTNet Equipment Funding	5,500
BESTNet Phase III (1 of 3)*	1,000,000
TOTAL FY 2010-11	\$1, 353,030

ANNUAL FUNDING AND PERFORMANCE AGREEMENT
Sacramento Educational Cable Consortium
Page 2

The above payments will be made on or about August 15, 2010 and February 15, 2011 for the SECC Base, BESTNet Base, and PEG Fee Equipment Funding Elements.

(b) *Pursuant to the BESTNet network Phase III Construction and Maintenance Agreement, the Commission will fund up to \$1 million DOLLARS (\$1,000,000) upon invoices from Licensee.

(c) Pursuant to the BESTNet network Phase I and Phase II Construction and Maintenance Agreement, the Commission will rollover unused funds of approximately NINE HUNDRED THOUSAND DOLLARS (\$900,000) – FINAL NUMBER TO BE DETERMINED DEPENDENT upon invoices from Licensee.

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

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

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

ANNUAL FUNDING AND PERFORMANCE AGREEMENT

Sacramento Educational Cable Consortium

Page 3

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, orders Licensee to cease, and Licensee will 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 the license of Licensee.

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

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

8. Term. The term of the Funding Agreement ends June 30, 2011.

SACRAMENTO EDUCATIONAL
CABLE CONSORTIUM

SACRAMENTO METROPOLITAN
CABLE TELEVISION COMMISSION

By: _____

By: _____

Title: _____

Title: Chair, Board of Directors

Date: _____

Date: _____

EXHIBIT F

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

RESOLUTION NO. 2010-003

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

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

WHEREAS, (2) the Sacramento Metropolitan Cable Television Commission is a local agency contracting under the Act; now, therefore be it

RESOLVED, (a) that the employer's contribution for each employee or annuitant shall be the amount necessary to pay the cost of his/her enrollment, including the enrollment of his/her family members, in a health benefit plan, up to a maximum of \$1,045 dollars per month for active employees and retirees, plus administrative fees and Contingency Reserve Fund assessments.

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

On a motion by Director _____, seconded by Director _____, the foregoing Resolution was passed and adopted at a regular meeting by the Sacramento Metropolitan Cable Television Commission this 3rd day of June 2010 by the following vote to wit:

AYES:

NOES:

ABSENT:

By: _____
Chairperson
Sacramento Metro Cable Television Commission

Attested by:

Clerk of the Commission

EXHIBIT G

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

RESOLUTION NO. 2010-004

A RESOLUTION APPROVING AGREEMENT
FOR COMMISSION LEGAL COUNSEL SERVICES

NOW THEREFORE, BE IT RESOLVED AND ORDERED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION approves the Amendment to Retainer Agreement attached hereto as Exhibit H with McDonough Holland & Allen for general counsel services.

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

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

On a motion by Director _____, seconded by Director _____, the foregoing Resolution was passed and adopted by the Sacramento Metropolitan Cable Television Commission this 3rd day of June 2010 by the following vote to wit:

AYES:

NOES:

ABSENT:

By: _____

Chairperson
Sacramento Metro
Cable Television Commission

Attested by:

Clerk of the Commission

EXHIBIT H

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

FISCAL YEAR 2010-11

AMENDMENT TO LEGAL COUNSEL RETAINER AGREEMENT

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

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

1. Section 1. Representation.

"The Firm, by and through Harriet A. Steiner, Esq. and Douglas A. Potts, 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, 2010 and ending June 30, 2011."

2. Section 2. Compensation.

Paragraph A. The firm will bill the client monthly . . . at the rate of \$285 for each hour of legal services rendered."

Paragraph C. The \$285 hourly charge by Firm shall be deemed to include compensation for all costs and expenses incurred by Firm except those for out-of-County travel and filing fees and other litigation expense, if any."

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

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

**Sacramento Metropolitan
Cable Television Commission**

Dated: _____

Chairperson, Board of Directors

Dated: _____

McDonough Holland & Allen

By: _____
Print: _____
Its: _____

EXHIBIT I

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

RESOLUTION NO. 2010-005

A RESOLUTION APPROVING
AGREEMENT FOR COMMISSION CONSULTING SERVICES

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

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

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

On a motion by Director _____, seconded by Director _____, the foregoing Resolution was passed and adopted by the Sacramento Metropolitan Cable Television Commission this 3rd day of June 2010 by the following vote to wit:

AYES:

NOES:

ABSENT:

By: _____
Chair
Sacramento Metro
Cable Television Commission

Attested by:

Clerk of the Commission

EXHIBIT J

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

FISCAL YEAR 2010-11

AMENDMENT TO CONSULTANT SERVICES AGREEMENT AMENDMENT

THIS AMENDMENT is made and entered into this 3rd day of June 2010, amending that certain Consultant Services Agreement dated February 3, 2006, by and between the SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION and RICHARD ESPOSTO.

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

1. Section 7 - Term.

“This Agreement shall commence as of July 1, 2010 and shall terminate on June 30, 2011, unless extended by the mutual agreement of the parties or terminated earlier as set forth herein.”

2. Exhibit B - Time and Manner of Payment.

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

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

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

**Sacramento Metropolitan
Cable Television Commission**

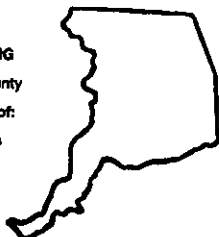
Dated: _____

Chairperson, Board of Directors

Dated: _____

Richard Esposito, Consultant

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



SACRAMENTO METROPOLITAN



ROBERT A. DAVISON
EXECUTIVE DIRECTOR

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

AGENDA ITEM NO. 3

DATE: June 3, 2010
TO: Chair and Board of Directors
FROM: Robert A. Davison, Executive Director
SUBJECT: **AGREEMENT FOR COMMISSION MANAGEMENT SERVICES**

RECOMMENDATION:

It is recommended the Board approve the Agreement for Management Services for the Commission with Sacramento County.

DISCUSSION:

In February 2006, the Commission's member agencies were asked for input and recommendations on how to fill the vacant Executive Director position. Representatives of the member agencies met, solicited interest from member agencies, interviewed candidates, and made a recommendation to appoint a part-time Executive Director.

The Commission Board approved an Agreement for Management Services (Feb. 2, 2006), attached hereto, with Sacramento County for Management Services, and appointed Robert A. Davison, then Sacramento County's Manager of Special Districts, Infrastructure Finance Section as the Commission's part-time Executive Director, pursuant to the Agreement.

The Sacramento County Board of Supervisors approved Resolution No. 2006-0342, authorizing the execution of the Agreement with the Commission for the provision of management services on March 28, 2006.

The Executive Director has since been promoted to Chief of Developer and Surveyor Services Division in the County's Department of County Engineering. The new Agreement will acknowledge the Executive Director's current title, and renew the previous Agreement, which expired on June 30, 2009 to continue the agreement with the County for management services of the Executive Director.

Attachments:

Agreement for Management Services (as of June 3, 2010)
Resolution No. 06-001, Approving Agreement for Commission Management Services
Agreement for Management Services (February 2, 2006)
Resolution No. 2006-0342 (March 28, 2006)

AGREEMENT FOR MANAGEMENT SERVICES

THIS AGREEMENT is made and entered into this 3rd day of June, 2010, by and between the Sacramento Metropolitan Cable Television Commission, a joint powers authority established under the provisions of Government Code Section 6500 et seq., (hereinafter called "Commission"); and the County of Sacramento, a political subdivision of the State of California (hereinafter called "County").

RECITALS

The previous Executive Director of the Commission retired from the employment of the Commission and the Commission entered into an Agreement with the County for the services of the County Manager of Special Districts to serve as Executive Director of the Commission on a part-time basis of approximately 4-8 hours average per week and to provide administrative services to the Commission pursuant to the terms and conditions of this Agreement. The Executive Director has since been promoted to the Chief of the Developer and Surveyor Services Division in the County's Department of County Engineering. This Agreement continues the previous agreement with the County for the services of the Executive Director

AGREEMENT

FOR AND IN CONSIDERATION OF THE TERMS, CONDITIONS, PROMISES AND COVENANTS CONTAINED HEREIN, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. County hereby agrees to provide the services of its Developer and Surveyor Services Division Chief ("Director" herein) to serve as Executive Director of the Commission. It is understood that the Director will remain an employee of the County and that direction and control of the Director by the Commission shall extend only to his activities as Commission's manager.

2. During the term of this agreement, Director shall be the Executive Director of the Commission, and shall, subject to direction and control by the Board of Directors:

- a. Manage and administer the daily operations of the Commission;
- b. Appoint and remove all subordinate personnel of the Commission except the legal counsel;
- c. Enforce against cable operators which are subject to jurisdiction of the Commission regulations of the Commission in accordance with policies and procedures formally adopted by the Board of Directors;
- d. On behalf of the Clerk of the Board of Supervisors of Sacramento County, be Secretary to the Board of Directors and custodian of Commission records; and
- e. Exercise such other powers as are delegated, and perform such other duties as are assigned by the Board of Directors.

AGREEMENT FOR MANAGEMENT SERVICES

Page 2

3. In consideration of the provision of the services of Director, Commission agrees to pay County the then current loaded labor rate including the 10% 'Cable' pay differential for the County Chief of the Development and Surveyor Services Division. The Commission shall pay a minimum compensation based on an average of 6 hours per week (312 hours a year), with additional payment on an hourly basis for hours that exceed the 6 hours per week reconciled yearly on hours exceeding 312 hours. (Using the current FY 09-10 loaded rate equals \$38,161 per year plus hourly; this sum is to automatically adjust per Fiscal Year changes to the then current loaded rate.)

The minimum compensation shall be payable at a minimum on a quarterly basis, but as frequently as mutually agreeable with the County Infrastructure Finance Section, MSA, and reconciled yearly for hours exceeding 312 hours.

This Agreement continues the prior Agreement for payment dated February 2006. Payment of hours to the County Infrastructure Finance Section shall include payment retroactive beginning with June 2009 and continuing through and including fiscal year 2010-11 hours to compensate for hours spent to receive litigation, BESTNet, general management, agenda briefings, and other Commission activities prior to formalization of this agreement.

The parties agree that if this agreement is terminated during a quarter at the request of the Commission, the payment shall be made for the entire quarter in which the termination occurs and shall not be refunded or pro-rated.

4. The term of this Agreement shall commence on the date this agreement is approved by both the Commission and the County and may be terminated by either party on sixty (60) days written notice to the non-terminating party.

5. All notices, statements of charges or other communications authorized or required by this Agreement shall be deemed served and effective for all purposes on the date on which they are reduced to writing, deposited in the United States mail, postage prepaid, and addressed as follows:

a. To: Commission
Chair, Board of Directors
Sacramento Metropolitan Cable Television Commission
901 H Street, #206, Sacramento, CA 95814

b. To: County
Chief of Developer and Surveyor Services Division
827 7th Street, Room 304, Sacramento, CA 95814

With a copy to Administrator, Municipal Services Agency
700 H Street, Suite 7650, Sacramento, CA 95814

6. This writing constitutes the sole embodiment of the Agreement between the parties. There are no promises, covenants, conditions precedent, conditions subsequent or other understandings between the parties which are not expressed herein.

7. If there is a conflict in the performance of services under this Agreement and with the performance of services for MSA by the Chief, Developer and Surveyor Services Division, the provision of services for MSA shall prevail.

AGREEMENT FOR MANAGEMENT SERVICES

Page 3

8. Commission shall defend, indemnify and hold harmless County, its Board of Supervisors, officers, directors, agents, employees, and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of Commission's officers, directors, agents, employees, or subcontractors.

County shall defend, indemnify, and hold harmless Commission, its officers, directors, agents, employees, and subcontractors from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of County's Board or Supervisors, officers, directors, agents, employees, or volunteers.

It is the intention of County and Commission that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, County's Board of Supervisors, and Commission's subcontractors. It is also the intention of County and Commission that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, County's Board of Supervisors and Commission's subcontractors.

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

ATTEST:

BY:

Clerk of the
Board of Directors

Chairperson, Board of Directors
SACRAMENTO METROPOLITAN CABLE
TELEVISION COMMISSION

(SEAL)

ATTEST:

BY:

Clerk of the
Board of Supervisors

Chairperson, Board of Supervisors
COUNTY OF SACRAMENTO

APPROVED:

Diane McElhern, Deputy County Counsel

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

A RESOLUTION APPROVING AGREEMENT FOR COMMISSION
MANAGEMENT SERVICES AND APPOINTING ROBERT DAVISON AS EXECUTIVE DIRECTOR
OF THE COMMISSION

RESOLUTION NO. 06-001

WHEREAS, the Commission's member agencies were asked for input and recommendations on the vacant Executive Director position; and

WHEREAS, representatives of the management teams of the member agencies met, solicited interest from member agency employees, interviewed two candidates and made a recommendation on the appointment of an Executive Director; and

WHEREAS, these representatives met with the Commission Chair and recommended a part-time Executive Director; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Board of Directors approves the 'Agreement for Management Services', attached hereto, with the County of Sacramento for part-time management services.

FURTHER BE IT RESOLVED AND ORDERED that the Board of Directors hereby appoints as Executive Director, Robert Davison, Sacramento County Manager of Special Districts, Infrastructure Finance Section, pursuant to the agreement.

FURTHER BE IT RESOLVED AND ORDERED that the Board of Directors authorizes and directs the Commission Chair to execute the above referenced 'Agreement for Management Services' and to do and perform everything necessary to carry out the purpose of this Resolution.

On a motion by Director Illa Collin, seconded by Director Robbie Waters, the foregoing Resolution was passed and adopted by the Sacramento Metropolitan Cable Television Commission this 2nd day of February, 2006 by the following vote to wit:

AYES: UNANIMOUS VOICE VOTE
Directors Waters, Morin, McCarty, Collin, MacGlashan, Masuoka (alt. for Peters), Miller, Sheedy, Nottoli

NOES: None

ABSENT: Directors Dickinson, Leary, Peters



Chairperson, Sacramento Metropolitan
Cable Television Commission

ATTEST: 
Secretary, Sacramento Metropolitan
Cable Television Commission

AGREEMENT FOR MANAGEMENT SERVICES

THIS AGREEMENT is made and entered into this 2nd day of February, 2006, by and between the Sacramento Metropolitan Cable Television Commission, a joint powers authority established under the provisions of Government Code Section 6500 et seq., (hereinafter called "Commission"); and the County of Sacramento, a political subdivision of the State of California (hereinafter called "County").

RECITALS

The Executive Director of the Commission retired from the employment of the Commission. The Commission desires to hire the services of the County Manager of Special Districts to serve as Executive Director of the Commission on a part-time basis of approximately 4-8 hours average per week and to provide administrative services to the Commission pursuant to the terms and conditions of this Agreement.

AGREEMENT

FOR AND IN CONSIDERATION OF THE TERMS, CONDITIONS, PROMISES AND COVENANTS CONTAINED HEREIN, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. County hereby agrees to provide the services of its Manager of Special Districts ("Director" herein) to serve as manager of the Commission. It is understood that the Director will remain an employee of the County and that direction and control of the Director by the Commission shall extend only to his activities as Commission's manager.
2. During the term of this agreement, Director shall be the executive director of the Commission, and shall, subject to direction and control by the Board of Directors:
 - a. Manage and administer the daily operations of the Commission;
 - b. Appoint and remove all subordinate personnel of the Commission except the legal counsel;
 - c. Enforce against cable operators which are subject to jurisdiction of the Commission regulations of the Commission in accordance with policies and procedures formally adopted by the Board of Directors;
 - d. On behalf of the Clerk of the Board of Supervisors of Sacramento County, be Secretary to the Board of Directors and custodian of Commission records; and
 - e. Exercise such other powers as are delegated, and perform such other duties as are assigned by the Board of Directors.
3. In consideration of the provision of the services of Director, Commission agrees to pay County the then current loaded labor rate including the 10% 'Cable' pay differential for the County Manager of Special Districts. The Commission shall pay a minimum compensation based on an average of 6 hours per week (312 hours a year), with additional payment on an hourly basis for hours that exceed the 6 hours per week reconciled yearly on hours exceeding 312 hours. (Using the current FY 05-06 loaded rate equals \$34,000 per year plus hourly; this sum is to automatically adjust per Fiscal Year changes to the then current loaded rate.)

The sum shall be payable at a minimum on a quarterly basis, but as frequently as mutually agreeable with the County Infrastructure Finance Section, MSA, and reconciled yearly for hours exceeding 312 hours.

Payment of hours to the County Infrastructure Finance Section shall include payment retroactive beginning with January 2006 hours to compensate for hours spent to receive litigation, BESTNet, and agenda briefings prior to formalization of this agreement.

The parties agree that if this agreement is terminated during a quarter at the request of the Commission, the payment shall be made for the entire quarter in which the termination occurs and shall not be refunded or pro-rated.

4. The term of this Agreement shall commence on the date this agreement is approved by both the Commission and the County and shall terminate on June 30, 2009, unless terminated earlier by either party on sixty (60) days written notice to the non-terminating party.

5. All notices, statements of charges or other communications authorized or required by this Agreement shall be deemed served and effective for all purposes on the date on which they are reduced to writing, deposited in the United States mail, postage prepaid, and addressed as follows:

a. To: Commission
Chair
Board of Directors
Sacramento Metropolitan Cable Television Commission
901 H Street, #206, Sacramento, CA 95814

b. To: County
Director, Manager of Special Districts
Infrastructure Finance Section
827 7th Street, Room 304, Sacramento, CA 95814

With a copy to:
Administrator, Municipal Services Agency
700 H Street, Suite 7650, Sacramento, CA 95814

6. This writing constitutes the sole embodiment of the Agreement between the parties. There are no promises, covenants, conditions precedent, conditions subsequent or other understandings between the parties which are not expressed herein.

7. If there is a conflict in the performance of services under this Agreement and with the performance of services for MSA by the Manager of Special Districts, the provision of services for MSA shall prevail.

8. Commission shall defend, indemnify and hold harmless County, its Board of Supervisors, officers, directors, agents, employees, and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of Commission's officers, directors, agents, employees, or subcontractors.

County shall defend, indemnify, and hold harmless Commission, its officers, directors, agents, employees, and subcontractors from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of County's Board or Supervisors, officers, directors, agents, employees, or volunteers.

It is the intention of County and Commission that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, County's Board of Supervisors, and Commission's subcontractors. It is also the intention of County and Commission that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, County's Board of Supervisors and Commission's subcontractors.

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

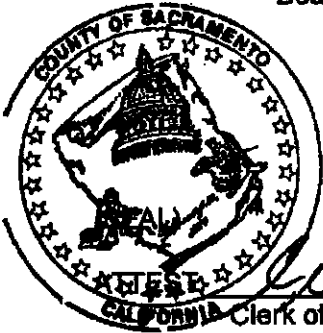
SACRAMENTO METROPOLITAN CABLE
TELEVISION COMMISSION

By Don Nettoli
Chairperson, Board of Directors
"Commission"

ATTEST: Jeanne Drake
Clerk of the
Board of Directors

COUNTY OF SACRAMENTO

By Roberta Macklaska
Chairperson, Board of Supervisors
"County"



Clayton Turner
Clerk of the
Board of Supervisors

APPROVED:

M. Holly Gilchrist
M. Holly Gilchrist
Supervising Deputy County Counsel

RESOLUTION NO. 2006-0342

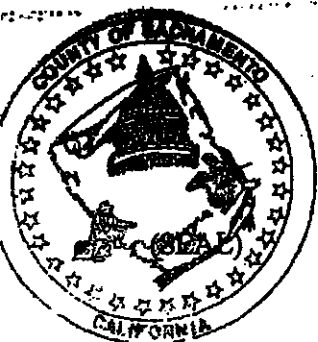
RESOLUTION AUTHORIZING THE CHAIR OF THE BOARD OF SUPERVISORS TO EXECUTE AN AGREEMENT WITH THE SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION FOR THE PROVISION OF MANAGEMENT SERVICES TO THAT CABLE COMMISSION

BE IT RESOLVED AND ORDERED that the Chair of the Board of Supervisors be and is hereby authorized and directed to execute an agreement, in the form hereto attached, on behalf of the COUNTY OF SACRAMENTO, a political subdivision of the State of California, with the Sacramento Metropolitan Cable Commission, and to do and perform everything necessary to carry out the purpose of this Resolution.

On a motion by Supervisor Collin, seconded by Supervisor Peters, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento, State of California, this 28th day of March, 2006, by the following vote, to wit:

AYES: Supervisors Collin, Dickinson, Nottoli, Peters, MacGlashan
NOES: Supervisors None
ABSENT: Supervisors None
ABSTAIN: Supervisors None

2006 AP - 3 AM 11:58



Roberta MacGlashan

Chair of the Board of Supervisors
of Sacramento County, California

FILED

MAR 28 2006

BOARD OF SUPERVISORS
BY *Cathy H. Turner*
CLERK OF THE BOARD

In accordance with Section 25103 of the Government Code of the State of California a copy of the document has been delivered to the Chairman of the Board of Supervisors, County of Sacramento on MAR 28 2006

By *Scott Helgeson*
Deputy Clerk, Board of Supervisors

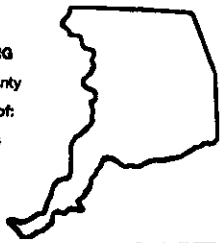
The foregoing is a correct copy of Board of Supervisors Material, which the original is on file with the Office of the Board of Supervisors, Sacramento County, California

ATTEST: *Cathy H. Turner*
Clerk, Board of Supervisors

<http://owl/siro/cache/389/d0dot055y5rveu45usnb0b45/79277803202006020939198.doc>

Dated MAR 28 2006
Clerk of said Board
of Supervisors
By *Kevin Romo*
Deputy Clerk

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



SACRAMENTO METROPOLITAN
Cable Television Commission

ROBERT A. DAVISON
EXECUTIVE DIRECTOR

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

AGENDA ITEM NO. 4

DATE: June 3, 2010
TO: Chair and Board of Directors
FROM: Robert A. Davison, Executive Director
SUBJECT: SECOND AMENDMENT TO THE CHANNEL LICENSEES' CHANNEL LICENSE AND OPERATIONS AGREEMENTS

RECOMMENDATION:

It is recommended the Board approve Resolution No. 2010-006, Approving the Second Amendment to the Channel License and Operations Agreements Pertaining to Use of Community Programming Channel(s).

DISCUSSION:

With the recent implementation and collection of PEG fee funds incorporated to the Commission's Fiscal Year 2010-11 budget, Legal Counsel was asked to review and update the Channel License and Operations Agreements, pertaining to the Use of Community Programming Channel(s), dated November 6, 2003 and amended on June 1, 2006.

The proposed Second Amendment will renew the Channel License & Operations Agreements through June 2012 for four of the Commission's five Channel Licensees - Access Sacramento, KVIE, Religious Coalition for Cable Television (RCCTV), and Sacramento Educational Cable Consortium (SECC).

Respectfully submitted,

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

Attachments:

Resolution No. 2010-006
Second Amendment to Channel License and Operations Agreements (Exhibits A-D)

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

RESOLUTION NO. 2010-006

A RESOLUTION APPROVING THE SECOND AMENDMENT TO THE CHANNEL LICENSE AND OPERATIONS AGREEMENTS PERTAINING TO USE OF COMMUNITY PROGRAMMING CHANNEL(S)

WHEREAS, on November 6, 2003, the Commission approved new Channel Use Agreements, 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 their term by three years, to June 30, 2009; and

WHEREAS, the Commission desires to further extend the term of the Agreements; and

WHEREAS, no new language is proposed in the Agreements, only changes extending the term by three years.

NOW THEREFORE, BE IT RESOLVED AND ORDERED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION that the Commission approves the Second Amendment to the Channel License and Operations Agreements Pertaining to Use of Community Programming Channel(s) with Access Sacramento, KVIE, Religious Coalition for Cable Television, and Sacramento Educational Cable Consortium, with an amended term ending June 30, 2012, attached hereto as Exhibits A, B, C, and D.

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

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 is passed and adopted by the Sacramento Metropolitan Cable Television Commission this 3rd day of June, 2010 by the following vote to wit:

AYES:

NOES:

ABSTAIN:

SACRAMENTO METROPOLITAN
CABLE TELEVISION COMMISSION

By: _____
Clerk of the Commission

By: _____
Chair, Board of Directors

EXHIBITS A - D

EXHIBIT A

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

THIS **SECOND AMENDMENT** is made and entered into this 3rd day of June 2010, amending that certain License and Operations Agreement Pertaining to Use of Community Programming Channel(s) dated November 6, 2003, and amended June 1, 2006, by and between the **SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION** and **SACRAMENTO COMMUNITY CABLE FOUNDATION, DBA ACCESS SACRAMENTO**, hereinafter called and referred to as "**Licensee.**"

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

1. Paragraph A of Section 2 - Term of License; License Fee; Renewal - of said Agreement shall be amended by deleting there from the date "June 30, 2009" and inserting in lieu thereof the date "June 30, 2012."
2. All other terms and conditions of the aforesaid Agreement shall remain in effect and unchanged.

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

SACRAMENTO COMMUNITY
CABLE FOUNDATION
DBA ACCESS SACRAMENTO

SACRAMENTO METROPOLITAN
CABLE TELEVISION COMMISSION

By: _____

By: _____

Title: _____

Title: Chair, Board of Directors

Date: _____

Date: _____

EXHIBIT B

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

THIS **SECOND AMENDMENT** is made and entered into this 3rd day of June 2010, amending that certain License and Operations Agreement Pertaining to Use of Community Programming Channel(s) dated November 6, 2003, and amended June 1, 2006, by and between the **SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION** and **KVIE, INC.**, a California non-profit public benefit corporation, hereinafter called and referred to as "**Licensee.**"

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

1. Paragraph A of Section 2 - Term of License; License Fee; Renewal - of said Agreement shall be amended by deleting there from the date "June 30, 2009" and inserting in lieu thereof the date "June 30, 2012."
2. All other terms and conditions of the aforesaid Agreement shall remain in effect and unchanged.

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

KVIE, INC.

SACRAMENTO METROPOLITAN
CABLE TELEVISION COMMISSION

By: _____

By: _____

Title: _____

Title: Chair, Board of Directors

Date: _____

Date: _____

EXHIBIT C

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

THIS SECOND AMENDMENT is made and entered into this 3rd day of June 2010, amending that certain License and Operations Agreement Pertaining to Use of Community Programming Channel(s) dated November 6, 2003, and amended June 1, 2006, by and between the **SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION** and **INTERFAITH SERVICE BUREAU, DBA RELIGIOUS COALITION FOR CABLE TELEVISION**, hereinafter called and referred to as "**Licensee.**"

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

1. Paragraph A of Section 2 - Term of License; License Fee; Renewal - of said Agreement shall be amended by deleting there from the date "June 30, 2009" and inserting in lieu thereof the date "June 30, 2012."
2. All other terms and conditions of the aforesaid Agreement shall remain in effect and unchanged.

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

INTERFAITH SERVICE BUREAU
DBA RELIGIOUS COALITION
FOR CABLE TELEVISION

SACRAMENTO METROPOLITAN
CABLE TELEVISION COMMISSION

By: _____

By: _____

Title: _____

Title: Chair, Board of Directors

Date: _____

Date: _____

EXHIBIT D

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

THIS **SECOND AMENDMENT** is made and entered into this 3rd day of June 2010, amending that certain License and Operations Agreement Pertaining to Use of Community Programming Channel(s) dated November 6, 2003, and amended June 1, 2006, by and between the **SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION** and **SACRAMENTO EDUCATIONAL CABLE CONSORTIUM**, a California non-profit corporation, hereinafter called and referred to as "**Licensee.**"

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

1. Paragraph A of Section 2 - Term of License; License Fee; Renewal - of said Agreement shall be amended by deleting there from the date "June 30, 2009" and inserting in lieu thereof the date "June 30, 2012."
2. All other terms and conditions of the aforesaid Agreement shall remain in effect and unchanged.

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

SACRAMENTO EDUCATIONAL
CABLE CONSORTIUM

SACRAMENTO METROPOLITAN
CABLE TELEVISION COMMISSION

By: _____

By: _____

Title: _____

Title: Chair, Board of Directors

Date: _____

Date: _____

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



SACRAMENTO METROPOLITAN Cable Television Commission

ROBERT A. DAVISON
EXECUTIVE DIRECTOR

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

AGENDA ITEM NO. 5

DATE: June 3, 2010
TO: Chair and Board of Directors
FROM: Robert A. Davison, Executive Director
SUBJECT: EXECUTIVE DIRECTOR'S DELEGATION OF AUTHORITY AMENDMENT

RECOMMENDATION:

It is recommended the Board approve Resolution No. 2010-007, Amending the Executive Director's Delegation of Authority, first adopted in June 1990, and amended in February 2006.

BACKGROUND:

On June 7, 1990, the Board approved Resolution No. 90-023 (attached), authorizing the full-time Executive Director to execute all contracts and amendments related thereto, in connection with the provision and acquisition of goods and services to the Sacramento Metropolitan Cable Television Commission (Commission), in a form approved by the Commission's Legal Counsel to the extent that funding is authorized by the then-effective adopted budget. Any action taken by the Executive Director is to be reported to the Board at the next scheduled regular meeting of the Commission.

On February 2, 2006, with the expected less-frequent Commission meetings due to the appointment of a part-time Executive Director, Resolution No. 90-023 was amended with the approval of Resolution No. 06-002 (attached), which resolved and ordered the Executive Director's contracting authority shall be limited to \$30,000 per service or agreement, with an aggregate authority not to exceed \$100,000 for multiple contracts and services.

DISCUSSION:

The Commission recently received an emergency request for financial assistance for the purchase of a new video switcher from one of its member jurisdictions. The City requested help to fund the costs for the replacement of a switcher in its Council Chambers, the cost of which exceeded \$30,000. In an emergency where live broadcast of Council/Board meetings of SMCTC's member jurisdictions are compromised, increasing the financial delegation authority permits the Executive Director to authorize the expenditure of any unencumbered monies, notwithstanding the fact that such monies may not have been appropriated for such purpose, to the extent that other monies have not been appropriated or are otherwise unavailable.

Agenda Item No. 5
Executive Director's Delegation of Authority Amendment
Page 2

It is recommended the Board approve Resolution No. 2010-007, amending the Executive Director's Delegation of Authority from \$30,000 to \$50,000 per service or agreement, with an aggregate authority not to exceed \$150,000 for multiple contracts and services, in place of \$100,000 within the fiscal year. The expenditures are not to exceed the Service and Supplies budget allocation in the effective adopted Commission budget.

The amendment will benefit the Commission's day-to-day operations, increase efficiencies by allowing the Executive Director to conduct business for an operational matter that could be appropriately handled in between Commission meetings and provide for timely provision of necessary services to address the needs of the Commission.

As with previous amendments, the contracts will be approved as to form by the Commission's Legal Counsel, and any action taken by the Executive Director shall be at a minimum reported to the Chair as an update, with reporting to the full Board at the next scheduled meeting.

There will be no budget implications, as emergency (unencumbered) funding for equipment purchases or grants to member jurisdictions still need to fall within the effective budget established by the Commission Board for that fiscal year.

Respectfully submitted,



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

Attachments:

Resolution No. 2010-007

Resolution No. 90-023 (Approved June 7, 1990)

Resolution No. 06-002 (Approved February 2, 2006)

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

RESOLUTION NO. 2010-007

**A RESOLUTION AMENDING THE
EXECUTIVE DIRECTOR'S DELEGATION OF AUTHORITY**

WHEREAS, by prior Resolution 90-023 dated June 7, 1990, the Executive Director was authorized to execute all contracts, and amendments related thereto, in connection with the provision and acquisition of goods and services to the Sacramento Metropolitan Cable Television Commission (Commission) in a form approved by Commission Counsel to the extent that funding for such contacts is authorized by the then-effective budget of the Commission; and

WHEREAS, with the expected less-frequent Commission meetings due to the appointment of a part-time Executive Director, the Board approved Resolution No. 06-002 on February 2, 2006, deeming it appropriate to provide and delegate additional contracting authority to the Executive Director, to be limited to \$30,000 per service or agreement, with an aggregate authority not to exceed \$100,000 for multiple contracts and services, to avoid special meetings and allow timely conduct of Commission business;

WHEREAS, the Commission has received a request for financial assistance in excess of the Executive Director's authority of \$30,000 for an emergency repair of a member agency's equipment; and

WHEREAS, the contracting authority provided for in the Resolution is intended to permit the Executive Director to initiate services for needs not addressed or approved specifically in the budget and to provide for timely provision of necessary consultant services to address the needs of the Commission and to give the flexibility without scheduling a Commission Board meeting to address the contract or budget details; and

WHEREAS, the SMCTC believes it is in best interest of the member jurisdictions and the Commission to amend the delegation authority and to increase the delegated authority of the Executive Director to provide for timely provision of necessary services and repairs and to give the flexibility without scheduling a Commission Board meeting to address the contract or budget details;

NOW THEREFORE BE IT RESOLVED AND ORDERED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION that the Executive Director is authorized to execute all contracts and purchase orders, and amendments related thereto, in connection with the provision of necessary consulting services or other goods and services as required to assist the part-time Executive Director to conduct the Commission's business.

FURTHER, BE IT RESOLVED AND ORDERED that the Executive Director is granted contracting authority up to \$50,000 per service or agreement; and the Executive Director may sole source contracts and services at his discretion. The Executive Director's aggregate authority pursuant to this section shall not exceed \$150,000 for multiple contracts and services, and shall not exceed the Service and Supplies budget allocation in the the effective adopted budget of the Commission;

FURTHER, BE IT RESOLVED AND ORDERED that contracts are to be approved as to form by Commission Counsel and any action taken by the Executive Director shall be at a minimum reported to the Chair as an update to actions taken, with a report to the full Commission Board at the next scheduled meeting.

On a motion by Director _____, seconded by Director _____, the foregoing Resolution was passed and adopted by the Sacramento Metropolitan Cable Television Commission this 3rd day of June, 2010 by the following vote to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chairperson
Sacramento Metropolitan
Cable Television Commission

Attested by:

Clerk of the Commission

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

DELEGATION OF AUTHORITY

RESOLUTION NO. 90-023

BE IT RESOLVED AND ORDERED that:

1. The Executive Director is hereby authorized to execute all contracts, and amendments related thereto, in connection with the provision and acquisition of goods and services to the Commission in a form approved by Commission Counsel to the extent that funding for such contracts is authorized by the then-effective adopted budget of the Commission.

2. Any action taken pursuant hereto by the Executive Director shall be reported to the Commission at the next scheduled regular meeting of the Commission.

On a motion by Director Toby Johnson, seconded by Director Jim Streng, the foregoing Resolution was passed and adopted by the Sacramento Metropolitan Cable Television Commission this 7th day of June, 1990 by the following vote to wit:

AYES: Directors, T. Johnson, Fletcher, Collin, Streng, Pane (alt.), Ferris

NOES: none

ABSENT: Directors, G. Johnson, Robie, Kastanis



Chairperson, Sacramento Metropolitan
Cable Television Commission

ATTEST: 

Secretary, Sacramento Metropolitan
Cable Television Commission

90-280.t

**SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION
COMMISSION EXECUTIVE DIRECTOR DELEGATION OF AUTHORITY**

RESOLUTION NO. 06-002

WHEREAS, by prior Resolution 90-023 dated June 7, 1990, the Commission authorized the Executive Director to execute contracts for the provision and acquisition of goods and services to the extent that funding for such contracts is authorized by the then-effective budget of the Commission; and

WHEREAS, with the expected less-frequent Commission meetings and appointment of an Executive Director who is expected to work part time for the Commission, it is appropriate to provide and delegate additional contracting authority to the Executive Director to avoid special meetings for budget and contract authority and to allow timely conduct of the Commission business; and

WHEREAS, the contracting authority provided for in this Resolution is intended to permit the Executive Director to initiate services for needs not addressed or approved specifically in the budget and to provide for timely provision of necessary consultant services to address the needs of the Commission and to give the flexibility without scheduling a Commission Board meeting to address the contract or budget details.

NOW THEREFORE BE IT RESOLVED AND ORDERED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION that the Executive Director is authorized to execute all contracts and purchase orders, and amendments related thereto, in connection with the provision of necessary consulting services or other goods and services as required to assist the part-time Executive Director to conduct the Commission's business.

→ FURTHER, BE IT RESOLVED AND ORDERED that the Executive Director contracting authority shall be limited to \$30,000 per service or agreement.

FURTHER, BE IT RESOLVED AND ORDERED that the Executive Director is granted authority to sole-source contracts and services at his discretion.

→ FURTHER, BE IT RESOLVED AND ORDERED that the Executive Director is granted aggregate authority not to exceed \$100,000 for multiple contracts and services and not to exceed the Service and Supplies budget allocation in the then-effective adopted budget of the Commission.

FURTHER, BE IT RESOLVED AND ORDERED that contracts are to be approved as to form by Commission Counsel.

FURTHER, BE IT RESOLVED AND ORDERED that any action taken by the Executive Director shall be at a minimum reported to the Chair as an update to actions taken.

FURTHER, BE IT RESOLVED AND ORDERED that the Executive Director shall report to the Commission at each of its meetings actions taken since the previous meeting pursuant to the authority granted by this Resolution;

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 Illa Collin, seconded by Director Sandy Sheedy, the foregoing Resolution was passed and adopted by the Sacramento Metropolitan Cable Television Commission this 2nd day of February, 2006 by the following vote to wit:

AYES: UNANIMOUS VOICE VOTE
Directors Waters, Morin, McCarty, Collin, MacGlashan, Masuoka (alt. for Peters), Miller, Sheedy, Nottoli

NOES: None

ABSENT: Directors Dickinson, Leary, Peters

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

By: Don Nottoli
Chairperson

Attested by:

Sandy Sheedy
Clerk of the Commission

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



SACRAMENTO METROPOLITAN



ROBERT A. DAVISON
EXECUTIVE DIRECTOR

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

AGENDA ITEM NO. 6

DATE: June 3, 2010
TO: Chair and Board of Directors
FROM: Robert A. Davison, Executive Director
SUBJECT: **CLOSED CAPTIONING SERVICES AGREEMENT AMENDMENT**

RECOMMENDATION:

Adopt Resolution No. 2010-008, approving an amendment to the Agreement with Caption Colorado for closed captioning services.

BACKGROUND:

The Sacramento Metropolitan Cable Television Commission (Commission) adopted Resolution No. 06-009 on June 1, 2006, to appropriate funding in the FY 2006-07 budget to add closed captioning service to Metro Cable meeting functions.

In December 2006, a two-year agreement was approved with Caption Colorado to provide closed captioning services.

The first meeting captioned was the Commission's February 1, 2007 Board meeting. The County Board of Supervisors and City of Sacramento meetings were closed captioned that same month. The cities of Rancho Cordova, Folsom, Elk Grove, and Citrus Heights followed suit in March/April. Agency meetings closed captioned thereafter included First Five Sacramento Commission, Sacramento Air Quality Management District, Sacramento Area Flood Control Agency, Sacramento Environmental Commission, Sacramento Local Agency Formation Commission (LAFCo), Sacramento Public Library Authority, Sacramento Regional Solid Waste Authority, and the Sacramento Transportation Authority.

In June 2007, the Commission adopted Resolution No. 07-003, directing staff to add closed captioning to all Metro Cable meetings. The five agencies contracted for closed captioned meeting coverage include North Highlands Recreation and Park, Regional Transit, Sacramento City Unified School District, Sacramento Metropolitan Fire District, and SMUD. Of the five, only the Regional Transit and SMUD meetings are currently closed captioned.

Agenda Item No. 6
Closed Captioning Services Agreement Amendment
Page 2

On October 27, 2008, the Board adopted Resolution No. 08-012, approving an amendment to the Caption Colorado Agreement, which expired on December 19, 2008 for 18 months. The 18-month extension through June 2010 allowed staff to align future review of the Agreement with all other Commission agreements during the fiscal year budget process.

DISCUSSION:

The original Agreement states extensions can be made by the written agreement of the parties and executed prior to the expiration date (June 19, 2010). Staff is recommending the Board approve Resolution No. 2010-008, amending the Agreement with Caption Colorado to provide closed captioning services through June 30, 2012, and granting authority to the Executive Director to execute the amendment to the Agreement.

Caption Colorado has agreed to hold the rate at the contract price of \$120 per hour. A review of current costs experienced by other agencies contracting for similar captioning services appears to be competitive. Metro Cable staff is pleased with the services provided and will continue to monitor the accuracy and reliability of the closed captioning services provided, to insure accurate reporting of government meetings to the members of the deaf and hearing-impaired community.

Respectfully submitted,



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

Attachments

Resolution No. 2010-008
Closed Captioning Services Agreement Amendment (Exhibit A)
Agreement for Closed Captioning Services (December 19, 2006)
Resolution No. 06-009 (June 1, 2006)
Resolution No. 07-003 (June 7, 2007)
Resolution No. 08-012 (Oct. 27, 2008)
Closed Captioning Services Agreement Amendment (Oct. 28, 2008)

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

RESOLUTION NO. 2010-008

A RESOLUTION APPROVING AN AMENDMENT
TO THE CLOSED CAPTIONING SERVICES AGREEMENT

WHEREAS, the Sacramento Metropolitan Cable Television Commission (Commission) and Caption Colorado entered into that certain Agreement for Closed Captioning Services (Agreement), dated December 19, 2006; and

WHEREAS, the term of that Agreement expired on December 19, 2008, and

WHEREAS, the Parties extended the term of the Agreement until June 19, 2010, as provided for in the Amendment to Agreement for Closed Captioning Services on October 27, 2008;

WHEREAS, the Parties desire to extend the term of the Agreement thru June 30, 2012, as provided for in the Amendment to Agreement for Closed Captioning Services, attached hereto as Exhibit A and incorporated herein by reference;

NOW THEREFORE BE IT RESOLVED AND ORDERED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION that the Amendment to Agreement for Closed Captioning Services is hereby approved in substantially the form attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED AND ORDERED that the Executive Director is hereby authorized to execute the Amendment to Agreement for Closed Captioning Services in substantially the form attached hereto and incorporated herein by reference, on behalf of the Commission, and is authorized to do and perform everything necessary to carry out the purpose of this Resolution.

On a motion by Director _____, seconded by Director _____, the foregoing Resolution was passed and adopted by the Sacramento Metropolitan Cable Television Commission this 3rd day of June 2010, by the following vote to wit:

AYES:

NOES:

ABSTAIN:

ATTEST:

Chairperson
Sacramento Metropolitan Cable
Television Commission

Secretary,
Sacramento Metropolitan Cable
Television Commission

SACRAMENTO METROPOLITAN



ROBERT A. DAVISON
EXECUTIVE DIRECTOR

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

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AGENDA ITEM NO. 6

EXHIBIT A

AMENDMENT TO CLOSED CAPTIONING SERVICES AGREEMENT

THIS AMENDMENT is made and entered into this 3rd day of June, 2010, amending that certain Agreement for Closed Captioning Services ("Agreement"), dated December 19, 2006, by and between the SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION, a Joint Powers Agency, and CAPTION COLORADO, a professional corporation.

NOW, THEREFORE, the parties agree to amend Section 3 of the aforementioned Agreement as follows:

3. EFFECTIVE DATE/TERM

This Agreement shall be effective from the date of execution and shall continue ~~for two (2) years until June 30, 2012~~, unless extended by the written mutual agreement of the parties executed prior to the expiration of this Agreement, or unless it is sooner terminated or canceled as provided in the Contract Documents. Contractor will commence to provide services within five (5) days from the execution of this Agreement.

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

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

CAPTION COLORADO

SACRAMENTO METROPOLITAN CABLE
TELEVISION COMMISSION

By:

By:

R.T. Polumbus
President and Chief Executive Officer

Robert A. Davison
Executive Director

AGREEMENT FOR CLOSED CAPTIONING SERVICES

This Agreement ("Agreement"), for reference dated December 19, 2006, is by and between the Sacramento Metropolitan Cable Television Commission, a joint powers agency ("SMCTC"), and Caption Colorado. LLC, a Colorado limited liability company ("Contractor") who agree as follows:

1. CONTRACT DOCUMENTS

Contract documents shall consist of this Agreement; SMCTC's Request For Proposal, dated May 3, 2006, ("RFP") incorporated herein as Exhibit A; and, Contractor's Proposal, dated May 17, 2006, ("Proposal") incorporated herein as Exhibit B. In the event of conflict between the Exhibits and this Agreement, the Agreement governs.

2. SCOPE OF SERVICES

Contractor shall provide those services and equipment as detailed in the Contract Documents.

3. EFFECTIVE DATE/TERM

This Agreement shall be effective from the date of execution and shall continue for two (2) years, unless extended by the written mutual agreement of the parties executed prior to the expiration of this Agreement, or unless it is sooner terminated or canceled as provided in the Contract Documents. Contractor will commence to provide services within five (5) days from the execution of this Agreement.

4. PRICING AND PAYMENT

The cost of services shall be in accordance with Section 4.10 – Pricing of the Proposal. Contractor shall submit monthly invoices to SMCTC on or before the 10th day of each month. SMCTC shall pay invoices within thirty (30) days of receipt.

5. TIME FOR PERFORMANCE

SMCTC and Contractor agree that time is of the essence in 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.

6. LICENSES, PERMITS, TAXES, ETC.

Contractor represents and warrants to SMCTC 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. Contractor represents and warrants to SMCTC that Contractor shall keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally

required for Contractor to provide the services required by this Agreement. Contractor shall comply with all federal, state, and local laws relating to Contractor's performance of this Agreement.

7. RELEASE OF INFORMATION/PROMOTIONAL MATERIALS

Contractor shall not release any information derived from work performed or data obtained in connection with this Agreement, including reports or promotional materials prepared in connection with this Agreement without the prior written consent of the SMCTC Executive Director or his/her designated agent.

8. INDEMNIFICATION AND INSURANCE

A. Contractor shall indemnify and hold harmless, SMCTC, its officers, agents, and employees, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, judgments, penalties, and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by SMCTC's attorneys, and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "liabilities"), to which any or all of them may be subjected, as a direct or indirect result of any negligent act or omission or willful misconduct of Contractor, its officers, employees, subcontractors or agents in connection with the performance or nonperformance of this Agreement, whether or not SMCTC, its officers, agents, or employees reviewed, accepted or approved any action service or work product performed or provided by Contractor, and whether or not such liabilities are litigated, settled or reduced to judgment. Contractor shall, upon SMCTC's request, defend at Contractor's sole cost any action, claim, suit, cause of action or portion thereof which asserts or alleges liabilities resulting directly or indirectly from any negligent act or omission or willful misconduct of Contractor, its officers, employees, subcontractors or agents in connection with the performance or nonperformance of this Agreement, whether any action, claim, suit, cause of action or portion thereof is well founded or not. In the event that a final decision or judgment allocates liability and determines that any portion of damages awarded is attributable to SMCTC's negligence or willful misconduct, the SMCTC shall pay the portion of damages that is allocated to the SMCTC's negligence or willful misconduct, provided that SMCTC shall not be liable for any passive negligence of SMCTC, its officers or employees in reviewing, accepting or approving any service or work project performed or provided by Contractor. The existence or acceptance by SMCTC of any of the insurance policies or coverages described in this Agreement shall not affect any rights SMCTC may have under this section. The provisions of this section shall survive any termination or expiration of this Agreement.

SMCTC acknowledges its understanding and agrees that current industry standards accept that real time captioning services are subject to the likelihood of human and 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 negligent act or omission or willful misconduct for purposes of this Section 8 A.

B. Worker's Compensation Insurance: Contractor shall maintain workers' compensation insurance and shall require all its contractors and agents to provide such workers' compensation insurance for all of their employees. Contractor shall furnish to SMCTC a certificate of waiver of subrogation under the terms of the workers' compensation insurance and Contractor shall similarly require all its contractors and agents to waive subrogation.

C. **Insurance:** In addition to the workers' compensation insurance and Contractor's covenant to indemnify and defend SMCTC, Contractor shall obtain and furnish to SMCTC, policies of insurance and shall comply with all requirements regarding insurance as specified in Appendix A, Insurance Requirements, of the RFP. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Contractor to furnish insurance during the term of this Agreement.

D. **Insurance Certificates and Endorsements:** Prior to execution of this Agreement, Contractor shall furnish to SMCTC certificates of insurance and additional insured endorsements to each of Contractor's insurance policies, subject to approval of the SMCTC Attorney, evidencing the foregoing insurance coverages as required by this Agreement; said certificates shall:

1. provide the name and policy number of each carrier and policy
2. state that the policy is currently in force
3. promise to provide that such policies will not be canceled, suspended, voided, reduced in coverage or in limits, or modified without thirty (30) days prior written notice to SMCTC.

E. Contractor shall maintain the foregoing insurance coverages in force throughout the term of this Agreement. The requirement for carrying the foregoing insurance coverages shall not derogate from the provisions for indemnification of SMCTC by Contractor under this Agreement. SMCTC or its representatives shall at all times have the right to demand the original or a copy of all said policies of insurance which Contractor shall provide within fifteen (15) days of SMCTC's request. Contractor shall pay, in a prompt and timely manner, the premiums on all insurance hereinabove required. SMCTC shall not be responsible for premiums or assessments on the policies.

F. **Subcontractors**

- a. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor.
- b. All coverage for subcontractors shall be subject to all of the requirements stated herein.

9. TERMINATION, CANCELLATION, EXPIRATION

A. **Termination for Cause.** SMCTC may cancel this Agreement for breach if:

1. Contractor fails to perform any of its obligations in accordance with the Agreement Documents; or if
2. Contractor files a petition in bankruptcy or for reorganization; or if
3. Contractor becomes insolvent.

If SMCTC elects to cancel this Agreement for breach, SMCTC shall provide Contractor written Notice of Cancellation. Contractor shall have thirty (30) calendar days from receipt of such Notice to cure the breach, or such longer time as may be set forth in the Notice of Cancellation. If the breach is not cured to SMCTC's written satisfaction, then cancellation of the Agreement shall become effective on the date specified by SMCTC's Notice of Cancellation. Notice of written satisfaction shall not be unreasonably withheld. SMCTC shall be entitled to recover from Contractor all loss, cost or damage reasonably incurred by SMCTC to provide the same

level of services as set forth in the Contract Documents had this Agreement not been canceled for breach and/or to obtain any relief available at law or equity.

B. **Termination Without Cause.** SMCTC may terminate this Agreement for any reason, without cause, at any time by giving Contractor thirty (30) days written notice. Contractor shall cease rendering services on the effective termination date. SMCTC shall pay Contractor for work authorized by SMCTC and actually performed up to the effective termination date.

10. THIRD PARTY OBLIGATIONS

Contractor shall be solely liable to third parties with whom it enters into contracts to effectuate the purpose of this Agreement. Contractor shall pay directly such parties for all amounts due under said arrangement. Contractor shall indemnify, defend, and hold SMCTC harmless from any and all claims, losses, and liabilities arising from any third party contracts. Contractor shall prevent any loss to SMCTC from the failure of proper performance of any third party.

11. ASSIGNMENT OF WORK

Contractor's obligations under this Agreement may be assigned or transferred by Contractor only upon prior written consent of SMCTC. Contractor shall be permitted to subcontract the performance of all or a part of its obligations pursuant to this Agreement to subcontractors as listed in the proposal or as approved in writing by SMCTC.

12. INDEPENDENT CONTRACTOR

It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

Contractor's assigned personnel shall not be entitled to any benefits payable to employees of SMCTC. SMCTC is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of the Agreement, and is not required to issue W-2 Forms for income and employment tax purposes for any of Contractor's assigned personnel.

Contractor, in the performance of its obligation hereunder, is only subject to the control or direction of SMCTC as to the designation of tasks to be performed and the results to be accomplished. Any third persons employed by Contractor shall be entirely and exclusively under the direction, supervision, and control of Contractor.

Contractor hereby indemnifies and holds SMCTC harmless from any and all claims that may be made against SMCTC based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

13. MAINTENANCE OF RECORDS/AUDIT RIGHTS

Contractor shall keep such true and accurate accounts, records, books, and data pertinent to the performance of this Agreement. Contractor shall maintain all records related to this Agreement and make such records available to SMCTC upon its request for inspection or audit throughout the Term of this Agreement and for a period of five (5) years after expiration or termination of this Agreement. This section shall survive expiration or termination of this Agreement.

14. MODIFICATION

No waiver, alteration, modification, extension, or termination of this Agreement shall be valid unless made in writing and signed by the parties hereto.

15. COUNTERPARTS

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

16. CAPTIONS

The headings or captions of this Agreement are not part of this Agreement and shall have no effect upon the construction or interpretation of any part thereof.

17. SEVERABILITY

If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in effect.

18. SURVIVORSHIP

Any responsibility of Contractor for warranties, insurance or indemnity with respect to this Agreement shall not be invalidated due to the expiration, termination or cancellation of this Agreement.

19. RELATIONSHIP BETWEEN THE PARTIES

Nothing in these Contract Documents is intended to create, and nothing herein shall be considered as creating, any partnership, joint venture or agency relationship between SMCTC and Contractor.

20. NONDISCRIMINATION

Contractor, with regard to the work performed by it or its subcontractors during the Agreement, shall not discriminate on the grounds of race, religion, color, sex, age, national origin, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

21. COMMUNICATIONS

Any communication required during the administration of this Agreement, including notice of termination or cancellation, shall be addressed to the respective party as follows:

SMCTC: Executive Director
Sacramento Metropolitan Cable TV Commission
901 H Street, #206
Sacramento, CA 95814
Phone: (916) 874-6662 / Fax: (916) 447-1450

Contractor:

Caption Colorado, LLC
5690 DTC Boulevard, Suite 500W
Greenwood Village, CO 80111
Attn: Vice President, Realtime Operations
Phone: (800)775-7838 / Fax: (720) 489-5664

22. AMBIGUITIES

The parties have each carefully reviewed this Agreement and have agreed to each term of this Agreement. Both parties have engaged counsel and negotiated the terms of the Agreement. No ambiguity shall be presumed to be construed against either party.

23. INTEGRATION

The Contract Documents embody the entire agreement of the parties in relation to the scope of services herein described, and no other understanding whether verbal, written or otherwise exists between the parties.

24. CONFLICT OF INTEREST

Contractor shall not employ any SMCTC official or employee in the work performed pursuant to this Agreement. No officer or employee of SMCTC shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code. Contractor warrants and covenants that no official or employee of SMCTC, nor any business entity in which an official or employee of SMCTC 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 SMCTC Attorney and SMCTC Manager. For breaches or violation of this Section, SMCTC shall have the right both to terminate this Agreement without liability and, in its discretion, recover the full amount of any such compensation paid to such official, employee or business entity.

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 SMCTC with a view toward securing favorable treatment in the award, modification, or performance evaluation of this Agreement. For breach or violation of this covenant, SMCTC shall have the right to cancel this Agreement without any liability to SMCTC.

25. TAXES

Any federal, state, or local taxes levied upon this Agreement, the transaction, the property installed and/or operated pursuant to this Agreement shall be borne by Contractor. These taxes shall include, but not be limited to, sales. Contractor shall pay any possessory interest taxes levied by the County of Sacramento in connection with Contractor's activities pursuant to this Contract.

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. CONTROLLING LAW

This Agreement shall be deemed to be made in, and the rights and liabilities of the parties, and the interpretation and construction of the Agreement determined in accordance with the laws of the State of California. Any controversy arising out of or under this Agreement, if litigated, shall be adjudicated in a court of competent jurisdiction in Sacramento County, California.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement and caused this Agreement to be duly executed.

Date: 12/19/06


Sacramento Metropolitan Cable Television Commission,
a joint powers agency
("SMCTC")



Robert A. Davison, Executive Director

Date: 12/21/06

Caption Colorado, LLC.,
Colorado limited liability company
("Caption Colorado")



President / CEO

Tax ID No.: 84-1482374

Approved As To Form:

Harriet Steiner 12/19/06
Harriet Steiner, General Counsel Date

Attests:



Secretary to the Board of Directors

NOTICE: SIGNATURE(S) ON BEHALF OF CONTRACTOR MUST BE NOTARIZED.

A certificate of acknowledgment in accordance with the provisions of civil code section 1189 must be attached for each person executing this Agreement on behalf of Contractor. California Civil Section provides, at part (b): "Any certificate of acknowledgment taken in another place shall be sufficient in this state if it is taken in accordance with the laws of the place where the acknowledgment is made."

**SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION
RESOLUTION ADDING CLOSED CAPTIONING SERVICES TO METRO CABLE MEETING FUNCTIONS
AND APPROPRIATING FUNDING FOR COMMISSION 2006-2007 BUDGET**

RESOLUTION NO. 06-009

WHEREAS, the Sacramento Metropolitan Cable Television Commission heard testimony at its April 6, 2006 regular meeting about adding real-time closed captioning to Metro Cable meeting coverage; and

WHEREAS, the Commission expressed a strong interest in adding these services in an expeditious manner to Metro Cable's meeting coverage and directed staff to bring closed captioning back for their consideration at the June budget hearing; and

WHEREAS, the Commission staff issued and received responses to an RFP from eight capable captioning vendors; and

WHEREAS, the Commission desires to select vendor(s) and purchase equipment and coordinate member agency facility upgrades as necessary; and

WHEREAS, the Commission's initial priority is to add services first to the largest member entity, the County of Sacramento, followed by the six member agencies as can be coordinated with their management and facilities staff, followed then by other meetings covered in the County Board Chamber.

NOW THEREFORE BE IT RESOLVED AND ORDERED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION that it directs staff to add real-time closed captioning services to the government meetings for its member agencies, followed by meetings cablecast in the County Board Chamber.

FURTHER, BE IT RESOLVED AND ORDERED that closed captioning for other agency meetings will be brought back for further Commission consideration including additional policy considerations.

FURTHER, BE IT RESOLVED AND ORDERED that the Commission directs staff to notify all its member agencies.

FURTHER, BE IT RESOLVED AND ORDERED that the Chair is authorized to execute agreement(s) with captioning vendors as recommended by staff and as approved by Counsel as to form.

FURTHER, BE IT RESOLVED AND ORDERED that the costs be paid prior to parental revenue distribution and that agency costs are tracked.

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 Andy Morin, seconded by Director Illa Collin, the foregoing Resolution was passed and adopted by the Sacramento Metropolitan Cable Television Commission this 1st day of June, 2006 by the following vote to wit:

AYES: UNANIMOUS ROLL CALL VOTE
Directors Waters, Leary, Morin, McCarty, Collin, Wolter (alt. for MacGlashan), Masuoka (alt. for Peters), Miller

NOES: None

ABSENT: Directors Dickinson, MacGlashan, Peters, Sheedy, Nottoli

SACRAMENTO METROPOLITAN CABLE
TELEVISION COMMISSION

By:  Acting Chairperson

Attested by:


Clerk of the Commission

**SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION
RESOLUTION ADDING CLOSED CAPTIONING SERVICES TO ALL METRO CABLE
MEETINGS**

RESOLUTION NO. 07-003

WHEREAS, the Sacramento Metropolitan Cable Television Commission at its regular June 1, 2006 meeting approved and funded real-time closed captioning of Metro Cable meeting coverage; and

WHEREAS, the Commission's action in June added services first to the largest member entity, the County of Sacramento, followed by the six member agencies, followed then by other meetings covered in the County Board Chambers; and

WHEREAS, the Commission desires to close caption all meetings covered by Metro Cable; and

WHEREAS, the Commission desires to begin closed captioning the meetings of contracting agencies.

NOW THEREFORE BE IT RESOLVED AND ORDERED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION that the Commission desires closed captioning on all Metro Cable meeting coverage.

FURTHER, BE IT RESOLVED AND ORDERED that it directs staff to add closed captioning services to the contracting agencies.

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 Andy Morin, seconded by Director Kevin McCarty, the foregoing Resolution was passed and adopted by the Sacramento Metropolitan Cable Television Commission this 7th day of June, 2007 by the following vote to wit:

AYES: UNANIMOUS VOICE VOTE
Directors Dickinson, Waters, Nottoli, Morin, McCarty, Yee, MacGlashan, Miller, Leary, Sheedy, Masuoka (Alternate for Peters)

NOES: None

ABSENT: Director Peters

SACRAMENTO METROPOLITAN CABLE
TELEVISION COMMISSION

By: *Sandy Sheedy*
Chairperson

Attested by:

Dennis Drake

Clerk of the Commission

07-086

RESOLUTION NO. 08-012

**RESOLUTION OF THE SACRAMENTO METROPOLITAN
CABLE TELEVISION COMMISSION APPROVING AN AMENDMENT TO THE
AGREEMENT FOR CLOSED CAPTIONING SERVICES**

WHEREAS, the Sacramento Metropolitan Cable Television Commission ("SMCTC") and Caption Colorado entered into that certain Agreement for Closed Captioning Services ("Agreement"), dated December 19, 2006; and

WHEREAS, the term of that Agreement is set to expire on December 19, 2008, and

WHEREAS, the Parties desire to extend the term of the Agreement until June 19, 2010, as provided for in the Amendment to Agreement for Closed Captioning Services, attached hereto as Exhibit A and incorporated herein by reference;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION that the Amendment to Agreement for Closed Captioning Services is hereby approved in substantially the form attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED AND ORDERED that the Executive Director is hereby authorized to execute the Amendment to Agreement for Closed Captioning Services in substantially the form attached hereto and incorporated herein by reference, on behalf of SMCTC, and is authorized to do and perform everything necessary to carry out the purpose of this Resolution.

On a motion by Director Dickinson, seconded by Director Sheedy, the foregoing Resolution was passed and adopted by the Sacramento Metropolitan Cable Television Commission this 27th day of October, 2008, by the following vote to wit:

AYES: UNANIMOUS VOICE VOTE
Directors Dickinson, Waters, Morin, Gee (Yee Alternate), Sheedy, Williams (Peters Alternate), Miller, Wolter (MacGlashan Alternate), Leary

NOES: None

ABSENT: Directors Nottoli, McCarty, Yee, Peters, MacGlashan



Michael P. Leary, Chairperson
Sacramento Metropolitan
Cable Television Commission

ATTEST:



Secretary,
Sacramento Metropolitan
Cable Television Commission

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



SACRAMENTO METROPOLITAN
Cable Television Commission

ROBERT A. DAVISON
EXECUTIVE DIRECTOR

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AMENDMENT TO AGREEMENT FOR CLOSED CAPTIONING SERVICES

THIS AMENDMENT is made and entered into this 28th day of October, 2008, amending that certain Agreement for Closed Captioning Services ("Agreement"), dated December 19, 2006, by and between the SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION, a Joint Powers Agency, and CAPTION COLORADO, a professional corporation.

NOW, THEREFORE, the parties agree to amend Section 3 of the aforementioned Agreement as follows:

3. EFFECTIVE DATE/TERM

This Agreement shall be effective from the date of execution and shall continue *until June 19, 2010*, unless extended by the written mutual agreement of the parties executed prior to the expiration of this Agreement, or unless it is sooner terminated or canceled as provided in the Contract Documents. Contractor will commence to provide services within five (5) days from the execution of this Agreement.

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

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

CAPTION COLORADO

SACRAMENTO METROPOLITAN CABLE
TELEVISION COMMISSION

By:

R.T. Polumbus
Chief Executive Officer

By:

Robert A. Davison
Executive Director

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



SACRAMENTO METROPOLITAN Cable Television Commission

ROBERT A. DAVISON
 EXECUTIVE DIRECTOR

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AGENDA ITEM NO. 7

DATE: June 3, 2010
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 2010-11.

BACKGROUND

The Commission's By-Laws state the Board of Directors shall annually elect its Chairperson. Traditionally, assumption of duties and responsibilities of the new Chair occurs with the new fiscal year. In the absence of the Chairperson, the Vice-Chair shall preside at the said meeting and shall have all the same duties.

The chart below is provided to assist in the deliberations to elect a Chair and Vice-Chair.

Election Date	CHAIR		VICE-CHAIR	
	Jurisdiction	Name	Jurisdiction	Name
June 2009	Sacramento	Waters	Folsom	Morin
February 2009	County	Nottoli	Sacramento	Waters
June 2008	Elk Grove	Leary	Citrus Heights	Miller
June 2007	Elk Grove	Leary	County	MacGlashan
April 2006	Sacramento	Sheedy	Elk Grove	Leary
April 2005	County	Nottoli	Sacramento	Sheedy
April 2004	Sacramento	Waters	County	Nottoli
March 2003	Sacramento	Waters	County	Nottoli
February 2002	Sacramento	Waters	County	Nottoli
March 2001	Sacramento	Waters	County	Nottoli
March 2000	Citrus Heights	Shelby	Sacramento	Waters
March 1999	County	Collin	Citrus Heights	Shelby
March 1998	County	Collin	Sacramento	Waters
March 1997	Sacramento	Pannell	County	Collin
March 1996	Folsom / Galt	Pratt	Sacramento	Pannell
Jan. 1995	County	Dickinson	Folsom / Galt	Pratt

Agenda Item No. 7
Chair and Vice-Chair Election
Page 2

PERIOD		CHAIR		VICE CHAIR	
Beginning Date	Jurisdiction	Name	Jurisdiction	Name	
April 1994	Sacramento	Pane	County	Dickinson	
April 1993	County	T. Johnson	Sacramento	Yee	
April 1992	Folsom / Galt	Fletcher	County	Collin	
April 1991	Folsom / Galt	Fletcher	Sacramento	Kastanis	
May 1990	Sacramento	Ferris	County	G. Johnson	
Dec. 1989	County	Streng	Sacramento	Ferris	
April 1989	Sacramento	Pope	County	Streng	

Respectfully submitted,



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

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



SACRAMENTO METROPOLITAN

Cable
CTC television
ommission

ROBERT A. DAVISON
EXECUTIVE DIRECTOR

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AGENDA ITEM NO. 8

**This item is a
verbal report
from staff.**

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



SACRAMENTO METROPOLITAN
SMCTC Cable Television Commission

ROBERT A. DAVISON
EXECUTIVE DIRECTOR

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AGENDA ITEM NO. 8

DATE: June 3, 2010
TO: Chair and Board of Directors
FROM: Robert A. Davison, Executive Director
SUBJECT: JULY 1, 2010 BOARD MEETING CANCELLATION

RECOMMENDATION:

It is recommended the Board approve Resolution No. 2010-009, Canceling the July 1, 2010 Board Meeting.

DISCUSSION:

The next SMCTC Board Meeting is scheduled for July 1, 2010. Due to the Sacramento County's Board of Supervisors scheduled summer recess from June 20 through July 11, 2010, as well as the Sacramento City's Council Summer Recess, scheduled from June 28 through July 9, 2010, it is recommended the July Board meeting be cancelled.

Staff has reviewed possible July agenda items and finds no urgent items requiring attention that cannot wait until the next scheduled Board meeting on August 5, 2010.

Respectfully submitted,

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

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

AGENDA ITEM NO. 8

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

RESOLUTION NO. 2010-009

A RESOLUTION CANCELING THE JULY 1, 2010 REGULAR BOARD MEETING

NOW THEREFORE BE IT RESOLVED AND ORDERED by the Board of Directors of the Sacramento Metropolitan Cable Television Commission that the July 1, 2010 regular meeting of the Board of Directors is hereby cancelled.

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

On a motion by Director _____, seconded by Director _____, the foregoing Resolution was passed and adopted by the Sacramento Metropolitan Cable Television Commission this 3rd day of June, 2010 by the following vote to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: _____
Chair
Sacramento Metropolitan
Cable Television Commission

Attested By:

Secretary,
Sacramento Metropolitan
Cable Television Commission

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



SACRAMENTO METROPOLITAN

Cable
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ROBERT A. DAVISON
EXECUTIVE DIRECTOR

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AGENDA ITEM NO. 9

**This item consists of
verbal reports from
State Video/Cable
Franchisees.**

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



SACRAMENTO METROPOLITAN
Cable television
CTC ommission

ROBERT A. DAVISON
EXECUTIVE DIRECTOR

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AGENDA ITEM NO. 10

**This item consists of
verbal reports from
Channel Licensees.**

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



SACRAMENTO METROPOLITAN



ROBERT A. DAVISON
EXECUTIVE DIRECTOR

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AGENDA ITEM NO. 11

**This item is open for
Public Comments.**