

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

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

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

AGENDA

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION REGULAR BOARD MEETING

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

MONDAY, SEPTEMBER 11, 2017
(Rescheduled from September 7, 2017)

2:30 p.m.

Board Members: Larry Carr, Steve Detrick, Albert J. Fox, Sue Frost, Eric Guerra, Steve Hansen, Lori Heuer, Patrick Kennedy, Don Nottoli, Susan Peters, Phil Serna

Ex Officio: Garrett Gatewood

Elected Alternates: Bret Daniels, Robert McGarvey, Stephanie Nguyen

Appointed Alternates: Matt Bryant (Carr), Matt Hedges (Frost), Sarah Pollo (Guerra), Consuelo Hernandez (Hansen), Susan McKee (Kennedy), Howard Schmidt (Peters), Lisa Nava (Serna)

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

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

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

The meeting of the Commission is cablecast live on Metro Cable 14, the local government affairs channel and webcast at www.sacmetroable.tv. The meeting is closed captioned and will be repeated the following Saturday at Noon on Channel 14.

CALL TO ORDER

- A) Roll Call
- B) Pledge of Allegiance

ITEM NO. 1) CONFERENCE WITH LEGAL COUNSEL

- A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9
Name of Case: Comcast of Sacramento I, LLC, ET AL. v. SMCTC
Case No. 2:16-CV-01264-WBS-EFB
- B. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of Litigation Pursuant to Paragraph (4) of Subdivision (d) of Section
54956.9: 2 Cases

ITEM NO. 2) RESOLUTION NO. 2017-009, ADOPTING THE FISCAL YEAR 2017-18 FINAL GENERAL FUND (094A) BUDGET AND RESOLUTION NO. 2017-010, ADOPTING THE FISCAL YEAR 2017-18 FINAL PEG FEE FUND BUDGET

Action:

Approve Resolution Nos. 2017-009 and 2017-010, Adopting the Fiscal Year 2017-18 Final Budgets, to include the following appendices and exhibits:

- Appendix A – Summary of changes from FY 2017-18 Proposed to Final General Fund (094A) Budget
- Appendix B – Summary of changes from FY 2017-18 Proposed to Final PEG Fee Fund (094B) Budget
- Exhibit I – FY 2016-17 Budgeted and Actuals / FY 2017-18 Final General Fund (094A) Budget Summary
- Exhibit II – FY 2016-17 Budgeted and Actuals / FY 2017-18 Final PEG Fee Fund (094B) Budget Summary

ITEM NO. 3) DISCUSSION OF BESTNet PHASE III AND FUTURE SERVICES TO SCHOOLS

Action:

Receive and file the staff report of BESTNet; and discuss with stakeholders and Comcast the completion of Phase III of the project, the status of the BESTNet Agreements, and implementation and future options for schools receiving service through BESTNet.

ITEM NO. 4) CONFLICT OF INTEREST CODE – REVISED LIST OF DESIGNATED POSITIONS (APPENDIX A)

Action:

Approve the Conflict of Interest Code's revised list of Designated Positions (Appendix A).

ITEM NO. 5) CALENDAR YEAR 2016 SURPLUS PROPERTY LIST

Action:

Receive and file the Calendar Year 2016 Surplus Property List.

ITEM NO. 6) CALENDAR YEAR 2018 QUARTERLY BOARD MEETING SCHEDULE

Action:

Receive and file the Calendar Year 2018 Quarterly Board Meeting Schedule.

ITEM NO. 7) GENERAL ADMINISTRATION REPORT

Action:

Receive a verbal report from staff on administrative matters:

1. SMCTC Staffing Changes
2. Classification and Compensation Study – Update
3. Telecom Advocacy Coalition Lobbying Efforts - Update

ITEM NO. 8) CHANNEL LICENSEE REPORTS

Action:

Receive verbal reports from Channel Licensee representatives:

1. Access Sacramento
2. Capital Public Radio
3. KVIE, Inc.
4. Sacramento Faith TV
5. Sacramento Educational Cable Consortium

ITEM NO. 9) STATE FRANCHISEE REPORTS

Action:

Receive verbal reports from State Franchisee representatives:

1. AT&T
2. Comcast
3. Consolidated Communications

ITEM NO. 10) PUBLIC COMMENTS

ADJOURNMENT



SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

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

AGENDA ITEM NO. 1

DATE: September 11, 2017
TO: Chair and Board of Directors
FROM: Robert A. Davison, Executive Director
SUBJECT: CONFERENCE WITH LEGAL COUNSEL

RECOMMENDATION:

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

- A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9
Name of Case: Comcast of Sacramento I, LLC, ET AL. v. SMCTC
Case No. 2:16-CV-01264-WBS-EFB
- B. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of Litigation Pursuant to Paragraph (4) of Subdivision (d) of Section 54956.9:
2 Cases

Respectfully submitted,

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



SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

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

AGENDA ITEM NO. 2

DATE: September 11, 2017

TO: Chair and Board of Directors

FROM: Robert A. Davison, Executive Director

SUBJECT: **RESOLUTION NO. 2017-009, ADOPTING THE FISCAL YEAR 2017-18 FINAL GENERAL FUND (094A) BUDGET AND RESOLUTION NO. 2017-010, ADOPTING THE FISCAL YEAR 2017-18 FINAL PEG FEE FUND (094B) BUDGET**

RECOMMENDATION:

It is recommended the Board approve Resolution No. 2017-009 (Attachment 1), Adopting the Fiscal Year 2017-18 Final General Fund (094A) Budget, and Resolution No. 2017-010 (Attachment 2), Adopting the Fiscal Year 2017-18 Final PEG Fee Fund (094B) Budget, to include the following documents:

- Appendix A – Summary of Changes from the FY 2017-18 Proposed General Fund (094A) Budget to the Final Budget;
- Appendix B – Summary of Changes from the FY 2017-18 Proposed PEG Fee Fund (094B) Budget to the Final Budget;
- Exhibit 1 - FY 2016-17 Budgeted/Actuals and FY 2017-18 Final General Fund (094A) Budget Summary;
- Exhibit 2 - FY 2016-17 Budgeted/Actuals and FY 2017-18 Final PEG Fee Fund (094B) Budget Summary.

DISCUSSION:

On July 19, 2017, the Commission Board approved Resolution Nos. 2017-002 & 2017-003, Adopting the Proposed Fiscal Year 2017-18 General Fund and PEG Fee Fund Budgets for the Sacramento Metropolitan Cable Television Commission.

The Fiscal Year 2017-18 Final Budgets have since been prepared for the Board's review and approval.

General Fund (094A) Budget

The actual revenues and expenditures realized in the General Fund (094A) Budget for Fiscal Year 2016-17, including adjustments recommended in the audit performed of the Commission's financial statements for the Fiscal Years ending June 30, 2014 and 2015, resulted in an increase to the Fiscal Year 2017-18 beginning fund balance in the amount of \$408,013.

Appendix A is a summary of adjustments made to revenue and expenditure line items in the Fiscal Year 2017-18 General Fund (094A) Proposed Budget, which include:

Agenda Item No. 2

Resolution No. 2017-009, Adopting the FY 2017-18 Final General Fund (094A) Budget and

Resolution No. 2017-010, Adopting the FY 2017-18 Final PEG Fee Fund (094B) Budget

Page 2

- an increase of \$45,000 to Interest Income, based on actual interest received in FY 2016-17;
- a decrease of \$250,000 in Franchise Fee revenue, as AT&T's quarterly franchise fee payments continue to decrease an average of 5% every quarter;
- a decrease of \$1,000 in Miscellaneous revenue, based on actual revenue received in FY 2016-17;
- an increase of \$31,980 for the CalPERS Retirement Plans to pay the Employer Unfunded Accrued Liability for Fiscal Year 2017-18, as billed for by CalPERS;
- an increase of \$2,694 of additional interest owed for the Comcast's Security Deposit judgement – based on interest owed for 180 days in place of 120 days;
- an increase of \$17,242 in allocated costs for DTech support and services provided by the County;
- an increase of \$5,000 for monthly rent at the 799 G Street building, in anticipation of higher cost when the lease agreement expires on November 1, 2017;
- an addition of \$15,000 in allocated cost for the County of Sacramento's Bonded Debt Service (a new line item in FY 2017-18); and
- an increase of \$130,096 to the Operations Contingency based on higher FY 2016-17 Fund Balance.

PEG Fee Fund (094B) Budget

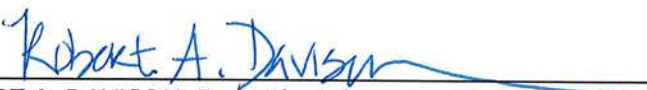
The actual revenues and expenditures figures realized in the PEG Fee Fund Budget for Fiscal Year 2016-17, including adjustments recommended in the audit performed of the Commissions financial statements for Fiscal Years ending June 30, 2014 and 2015, resulted in a decrease to the Fiscal Year 2017-18 beginning fund balance in the amount of \$202,615.

Appendix B is a summary of adjustments made to revenue and expenditure line items in the Fiscal Year 2017-18 PEG Fee Fund (094B) Proposed Budget, to include:

- an increase of \$7,500 to Interest Income based on actual interest received in FY 2016-17;
- an increase of \$100,000 in PEG Fee revenue which is consistent with the estimate for franchise fee revenue in comparison to actual revenue received last fiscal year;
- an increase of \$2,947 for Metro Cable's Control Room project, to replace a switcher card that recently failed;
- a decrease of \$104,082 to the Fund Balance Reserve;
- an increase of \$6,019 to the Contingency appropriation.

It is recommended the Board approve Resolutions No. 2017-009 and 2017-010, Adopting the Fiscal Year 2017-18 Final General Fund (094A) and PEG Fee Fund (094B) Budgets, along with the appendices and exhibits included in this staff report.

Respectfully submitted,



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

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

RESOLUTION NO. 2017-009

**A RESOLUTION ADOPTING THE FISCAL YEAR 2017-18
FINAL GENERAL FUND (094A) BUDGET**

WHEREAS, a hearing has been terminated during which time all additions and deletions to the final budget for Fiscal Year 2017-18 were made.

THEREFORE, IT IS HEREBY RESOLVED in accordance with Section 29089 of the Government Code, the final budget for Fiscal Year 2017-18 for the General Fund (094A) is hereby adopted in accordance with the following:

Salaries and Employee Benefits (Object 10)	\$991,096
Services and Supplies (Object 20)	\$971,437
Channel Licensees – Operations (Object 30)	\$1,230,665
Revenue Distribution – Fiscal Year 2016-17 (Object 30)	\$12,376,870
Revenue Distribution – Fiscal Year 2017-18 (Object 30)	\$11,184,086
Depreciation Expense - Audit (Object 30)	\$20,000
County Wide Cost Allocation – A87 (Object 30)	\$3,000
Fund Balance Reserve	\$150,000
Equipment – Fixed Assets (Object 40)	\$25,000
Bonded Debt Services (Object 50)	15,000
Contingency Appropriation – Operations (Object 70)	\$155,096
FISCAL YEAR 2017-18 BUDGET TOTAL	\$27,122,250

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

FURTHER BE IT RESOLVED AND ORDERED that the Budget be and is hereby adopted in accordance with the listed attachments in the Fiscal Year 2017-18 Budget Staff Report, which show in detail the approved appropriations, revenues and methods of financing, authorized positions, attached hereto and by reference made a part hereof.

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

FURTHER BE IT RESOLVED AND ORDERED that the Channel Licensee Annual Funding and Performance Agreements with Channel Licensees – Access Sacramento, Capital Public Radio, KVIE, and Sacramento Educational Cable Consortium, and the Annual Performance Agreement with SacFaith TV are approved and that the Executive Director be and is hereby authorized to execute the agreements.

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

On a motion by Director _____, seconded by Director _____, the foregoing Resolution was passed and adopted by the Governing Board of the Sacramento Metropolitan Cable Television Commission, State of California, this 11TH day of September 2017, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chair of the Board

ATTEST:

Clerk of the Board

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

RESOLUTION NO. 2017-010

**A RESOLUTION ADOPTING THE FISCAL YEAR 2017-18
FINAL PEG FEE FUND (094B) BUDGET**

WHEREAS, a hearing has been terminated during which time all additions and deletions to the final budget for Fiscal Year 2017-18 were made.

THEREFORE, IT IS HEREBY RESOLVED in accordance with Section 29089 of the Government Code, the final budget for Fiscal Year 2017-18 for the PEG Fee Fund (094B) is hereby adopted in accordance with the following:

Member Agency Facilities/Equipment (Object 20)	\$907,932
BESTNet Phase III – Year 5 Rollover (Object 30)	\$51,700
BESTNet Phase III – Years 6 & 7 (Object 30)	\$1,200,000
Channel Licensees - One Time Facilities/Equipment (Object 30)	\$1,346,310
Channel Licensees – Facilities/Equipment Base (Object 30)	\$153,173
Equipment – Fixed Assets - Metro Cable Projects (Object 40)	\$65,548
Fund Balance Reserve (Object 70)	\$150,000
Contingency Appropriation (Object 70)	\$194,595
FISCAL YEAR 2017-18 BUDGET TOTAL	\$4,069,258

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

FURTHER BE IT RESOLVED AND ORDERED that the Fiscal Year 2017-18 PEG Fee Fund Budget is hereby adopted in accordance with the attachments in the Fiscal Year 2017-18 Budget staff report, which shows in detail the approved appropriations, revenues and methods of financing attached hereto and by reference made a part hereof.

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

On a motion by Director _____, seconded by Director _____, the foregoing Resolution was passed and adopted by the Board of Directors of the Sacramento Metropolitan Cable Television Commission this 11th day of September 2017, by the following vote, to wit:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

ATTEST:

Clerk to the Board

Chair of the Board

APPENDIX A
SUMMARY OF CHANGES FROM FISCAL YEAR 2017-18 PROPOSED BUDGET TO FINAL BUDGET
GENERAL FUND (094A)

ACCOUNT TITLE	G/L Acct	FY 2017-18 Proposed Budget	FY 2017-18 Final Budget	FY 2017-18 Inc/ (Dec)	Explanation
FISCAL YEAR 2016-17 FUND BALANCE CARRY FORWARD		\$12,880,237	\$13,288,250	\$408,013	
REVENUE ADJUSTMENTS TOTAL					
Interest Income	94941000	\$30,000	\$75,000	\$45,000	Based on actual interest income received in FY 2016-17.
Franchise Fee Revenue	97978100	\$14,000,000	\$13,750,000	(\$250,000)	Re-calculated to equate to approx. 96% of actual franchise fee revenue received in FY 2016-17; AT&T payments continues to decline 5% every quarter.
Miscellaneous Revenue	97979000	\$10,000	\$9,000	(\$1,000)	Based on actual miscellaneous revenue received for cablecasting services provided to 4 agencies.
REVENUE ADJUSTMENTS TOTAL		\$26,920,237	\$27,122,250	\$202,012	
EXPENDITURES					
Object 10 (Salaries & Benefits)					
FY 2017-18 Unfunded Retirement Liabilities	10121000	\$94,500	\$126,480	\$31,980	FY 2017-18 Employers' Unfunded Liabilities (CalPERS Plans)
Object 10 (Salaries & Benefits) Total		\$94,500	\$126,480	\$31,980	
Object 20 (Services & Supplies)					
Miscellaneous (Comcast Security Dep Lawsuit)	20227504	\$166,492	\$169,186	\$2,694	Increase of \$2,694 for additional interest owed (180 days instead of 120) for the lawsuit judgement.
D-Tech - Systems Development Services	20291100	\$25,000	\$40,000	\$15,000	Due to increase in County allocated cost.
D-Tech - Systems Development Supplies	20291200	\$10,000	\$11,000	\$1,000	Due to increase in County allocated cost.
COMPASS Costs	20291500	\$2,758	\$3,000	\$242	Due to increase in County allocated cost.
County Facility Use (Rent/Lease)	20294200	\$40,000	\$45,000	\$5,000	Anticipated increase for office space @ 799 G Street.
Telephone Services - Land Lines	20298700	\$5,000	\$6,000	\$1,000	Due to increase in County allocated cost.
Object 20 (Services & Supplies) Total		\$249,250	\$274,186	\$24,936	
Object 50 (Bonded Debt Services)					
Sac County - Bonded Debt Service (New)	50523000	\$0	\$15,000	\$15,000	County allocated cost - loan of the 799 G
Object 50 (Bonded Debt Services) Total		\$0	\$15,000	\$15,000	
Object 70 (Other Charges)					
Contingency Appropriation	79790100	\$25,000	\$155,096	\$130,096	Increased to have on hand for Contingencies.
Object 70 (Other Charges) Total		\$25,000	\$155,096	\$130,096	
EXPENDITURES TOTAL		\$368,750	\$570,762	\$202,012	

APPENDIX B

**SUMMARY OF CHANGES FROM FISCAL YEAR 2017-18 PROPOSED BUDGET TO FINAL BUDGET
PEG FEE FUND (094B)**

ACCOUNT TITLE	G/L Acct	FY 2017-18 Proposed Budget	FY 2017-18 Final Budget	FY 2017-18 Inc/(Dec)	Explanation
FISCAL YEAR 2016-17 FUND BALANCE CARRY FORWARD		\$1,511,873	\$1,309,258	(\$202,615)	
REVENUE					
Interest Income	94941000	\$2,500	\$10,000	\$7,500	Based on actual interest income received in FY 2016-17.
PEG Fee Revenue	97978200	\$2,650,000	\$2,750,000	\$100,000	Re-calculated to equate to approximately 96% of actual PEG fee revenue received in FY 2016-17 consistent with General Fund.
REVENUE ADJUSTMENTS TOTAL		\$4,164,373	\$4,069,258	(\$95,116)	
EXPENDITURES					
Object 40 (Equipment SD Non-Recon - Fixed Assets)					
Metro Cable Control Room	43430300	\$15,735	\$18,682	\$2,947	Additional request for an input expansion card for switcher that recently failed.
Object 40 (Equip SD Non-Recon - Fixed Assets) Total		\$15,735	\$18,682	\$2,947	
Object 70 (Other Charges)					
Fund Balance Reserve	7100000	\$254,082	\$150,000	(\$104,082)	Reduced Reserve due to reduction in carry forward fund balance.
Contingency Appropriation	79790100	\$188,576	\$194,595	\$6,019	Contingency includes a small increase from proposed.
Object 70 (Other Charges) Total		\$442,658	\$344,595	(\$98,063)	
EXPENDITURES ADJUSTMENTS TOTAL		\$458,393	\$363,277	(\$95,116)	

**EXHIBIT 1
GENERAL FUND (094A) BUDGET**

Fiscal Year 2016-17 Budgeted and Actuals / Fiscal Year 2017-18 Final General Fund (094A) Budget

	G/L #	FY 2016-17 Budgeted	FY 2016-17 Year End Actuals	FY 2017-18 PROPOSED BUDGET	FY 2017-18 FINAL BUDGET
REVENUE					
Interest Income	94941000	\$2,500	\$77,254	\$30,000	\$75,000
Franchise Fees	97978100	\$14,332,799	\$14,263,063	\$14,000,000	\$13,750,000
Franchise Fees (AT&T CY's 2012 & 2013 Audit Finding - Unpaid Fees)	97978100	\$0	\$249,000	\$0	\$0
Franchise Fees (AT&T CY's 2014 & 2015 Audit Finding - Unpaid Fees)	97978100	\$0	\$164,911	\$0	\$0
Franchise Fees (Consolidator's CY's 2013 & 2014 Audit Finding - Unpaid Fees)	97978100	\$0	\$6,088	\$0	\$0
Franchise Fees (GRAND TOTAL)	97978100	\$14,332,799	\$14,683,062	\$14,000,000	\$13,750,000
Miscellaneous Other Revenue	97979000	\$10,000	\$9,097	\$10,000	\$9,000
REVENUE ACCOUNTS TOTAL		\$14,345,299	\$14,769,414	\$14,040,000	\$13,834,000
Fund Balance / Carry Forward		\$992,123	\$992,123	\$12,880,237	\$13,288,250
GRAND REVENUE TOTAL		\$15,337,422	\$15,761,537	\$26,920,237	\$27,122,250
EXPENDITURES					
Salaries & Wages / Benefits					
Salaries & Wages - Employees	10111000	\$501,741	\$398,307	\$502,000	\$502,000
Salaries & Wages - Extra Help	10112100	\$30,000	\$35,466	\$30,000	\$30,000
Salaries & Wages - Commission Members	10112400	\$7,200	\$3,720	\$6,600	\$6,600
Retirement	10121000	\$94,623	\$63,523	\$94,500	\$126,480
Retirement Health Savings Plan (OPEB Trust)	10121300	\$86,318	\$86,318	\$80,216	\$80,216
OASDHI (Social Security Act)	10122000	\$44,687	\$33,706	\$44,500	\$44,500
Group Insurance	10123000	\$173,225	\$134,042	\$173,000	\$173,000
Dental Insurance	10123002	\$9,000	\$7,401	\$9,000	\$9,000
Workers Comp Insurance	10124000	\$9,000	\$14,016	\$15,000	\$15,000
SDI Insurance	10125000	\$4,293	\$3,642	\$4,300	\$4,300
BENEFITS SUBTOTAL		\$421,146	\$342,647	\$420,516	\$452,496
SALARIES & WAGES / BENEFITS TOTAL	10 TOTAL	\$960,087	\$780,140	\$959,116	\$991,096
Books/Periodical Service	20202100	\$1,000	\$610	\$700	\$700
Film Supplies	20202500	\$20,000	\$12,834	\$20,000	\$20,000
Business Travel	20203100	\$30,000	\$5,548	\$20,000	\$20,000
Education & Training Supplies	20203500	\$6,500	\$1,720	\$5,500	\$5,500
Employee Recognition	20203800	\$1,000	\$338	\$1,000	\$1,000
Employee Transportation	20203900	\$5,000	\$722	\$3,000	\$3,000
Insurance - General Liability	20205100	\$13,000	\$19,572	\$20,000	\$20,000
Insurance - Premium	20205200	\$1,000	\$800	\$1,000	\$0
Insurance - Bond / Pollution / Property	20205300	\$100	\$78	\$100	\$1,100
Membership Dues	20206100	\$8,400	\$3,779	\$5,000	\$5,000
Office Supplies	20207600	\$15,000	\$9,194	\$15,000	\$15,000
Postal Services	20208100	\$2,000	\$865	\$1,250	\$1,250
Printing Services	20208500	\$2,000	\$1,602	\$2,000	\$2,000
Miscellaneous (Comcast's Security Deposit Judgement plus Interest Owed)	20227504	\$0	\$0	\$166,492	\$169,186
Accounting Services	20250500	\$50,000	\$7,908	\$30,000	\$30,000
Legal Services	20253100	\$200,000	\$96,905	\$200,000	\$200,000
Security Service	20257100	\$500	\$118	\$500	\$500
Other Professional Services	20259100	\$200,000	\$116,627	\$200,000	\$200,000
Data Processing	20281200	\$1,000	\$307	\$1,000	\$1,000
Interpreter Svcs (Closed Captioning)	20283200	\$125,000	\$89,640	\$110,000	\$110,000
FY Expenditure (State BOE Sales Tax Audit-Recovery of Proj Error)	20288000	\$100	\$213,212	\$0	\$0
DTech - County Wide IT Service	20291000	\$6,000	\$5,690	\$6,000	\$6,000
DTech - System Dev (I/O for Desktop Support and for Web Site Publishing)	20291100	\$35,000	\$16,878	\$25,000	\$40,000
DTech - System Dev Supplies (I/Os for Equip Maint/Web Host/Data Storage)	20291200	\$14,000	\$8,933	\$10,000	\$11,000
COMPASS Costs	20291500	\$5,510	\$1,839	\$2,758	\$3,000

**EXHIBIT 1
GENERAL FUND (094A) BUDGET**

Fiscal Year 2016-17 Budgeted and Actuals / Fiscal Year 2017-18 Final General Fund (094A) Budget

	G/L #	FY 2016-17 Budgeted	FY 2016-17 Year End Actuals	FY 2017-18 PROPOSED BUDGET	FY 2017-18 FINAL BUDGET
DTech - Wide Area Network (WAN) Costs	20291600	\$17,500	\$23,163	\$30,000	\$30,000
GS - Messenger Services	20292300	\$2,000	\$1,513	\$2,000	\$2,000
GS - Purchasing Svcs Allocation	20292500	\$50	\$20	\$50	\$50
GS - Equipment Rental - Light	20292800	\$10,000	\$9,386	\$11,000	\$11,000
GS - Fuel Usage- Light	20293800	\$500	\$49	\$150	\$150
County Facility Use (Rent/Lease)	20294200	\$35,000	\$28,080	\$40,000	\$45,000
GS -Parking Charges	20296200	\$17,500	\$10,980	\$10,000	\$10,000
Telephone Services (Different G/L # in FY 2017-18)	20298700	\$0	\$0	\$0	\$6,000
Telephone Services - Cell Phones	20298701	\$1,500	\$1,134	\$1,500	\$1,500
Telephone Services - Land Line	20298703	\$6,000	\$3,138	\$5,000	\$0
Telephone Installations	20298900	\$500	\$0	\$500	\$500
SERVICES AND SUPPLIES TOTAL	20 TOTAL	\$832,661	\$693,183	\$946,500	\$971,437
Contract Service (Channel Licensees)					
Access Sac - Operations Base	30310500	\$468,027	\$468,027	\$477,388	\$477,388
Access Sac - HT-TV Operations Base	30310500	\$60,883	\$60,883	\$62,101	\$62,101
Access Sac - GOTW Operations Base	30310500	\$52,969	\$52,969	\$54,028	\$54,028
Access Sac - Grand Total		\$581,879	\$581,879	\$593,517	\$593,517
Capital Public Radio - Operations Base	30310500	\$21,050	\$21,050	\$21,471	\$21,471
Capital Public Radio - Equipment (One-Time)	30310500	\$7,191	\$7,191	\$8,321	\$8,321
KVIE Operations Base	30310500	\$230,233	\$230,233	\$234,838	\$234,838
SECC Operations Base	30310500	\$299,434	\$299,434	\$305,423	\$305,423
BESTNet Operations Base	30310500	\$65,780	\$65,780	\$67,096	\$67,096
CONTRACT SERVICES (CHANNEL LICENSEES) TOTAL		\$1,205,567	\$1,205,567	\$1,230,665	\$1,230,665
G/L Acct Changed to Contr to Other Agencies in FY 2016-17 (G/L 30370000)					
Citrus Heights (FY 2016-17 Revenue Distribution)	30370000	\$694,428	\$0	\$711,366	\$711,366
Elk Grove (FY 2016-17 Revenue Distribution)	30370000	\$1,351,700	\$0	\$1,398,476	\$1,398,476
Folsom (FY 2016-17 Revenue Distribution)	30370000	\$621,638	\$0	\$641,973	\$641,973
Galt (FY 2016-17 Revenue Distribution)	30370000	\$204,809	\$0	\$210,051	\$210,051
Rancho Cordova (FY 2016-17 Revenue Distribution)	30370000	\$581,054	\$0	\$603,933	\$603,933
Sacramento (FY 2016-17 Revenue Distribution)	30370000	\$3,908,538	\$0	\$4,030,677	\$4,030,677
Sacramento County (FY 2016-17 Revenue Distribution)	30370000	\$4,664,440	\$0	\$4,780,394	\$4,780,394
Fiscal Year 2016-17 Revenue Distribution - Grand Total		\$12,026,607	\$0	\$12,376,870	\$12,376,870
Citrus Heights (FY 2017-18 Revenue Distribution)	30370000	\$0	\$0	\$642,810	\$642,810
Elk Grove (FY 2017-18 Revenue Distribution)	30370000	\$0	\$0	\$1,263,702	\$1,263,702
Folsom (FY 2017-18 Revenue Distribution)	30370000	\$0	\$0	\$580,105	\$580,105
Galt (FY 2017-18 Revenue Distribution)	30370000	\$0	\$0	\$189,808	\$189,808
Rancho Cordova (FY 2017-18 Revenue Distribution)	30370000	\$0	\$0	\$545,731	\$545,731
Sacramento (FY 2017-18 Revenue Distribution)	30370000	\$0	\$0	\$3,642,232	\$3,642,232
Sacramento County (FY 2017-18 Revenue Distribution)	30370000	\$0	\$0	\$4,319,698	\$4,319,698
Fiscal Year 2017-18 Revenue Distribution - Grand Total	30370000	\$0	\$0	\$11,184,086	\$11,184,086
CONTR TO OTHER AGENCIES (REVENUE DISTRIBUTION) TOTAL		\$12,026,607	\$0	\$23,560,956	\$23,560,956
Depreciation Expense (From Audit)	30332002	\$20,000	\$0	\$20,000	\$20,000
Sac County Wide Cost Allocation (A87)	30388001	\$2,500	\$2,841	\$3,000	\$3,000
OTHER CHARGES TOTAL	30 TOTAL	\$13,254,674	\$1,208,408	\$24,814,621	\$24,814,621
Fund Balance Reserved	7100000	\$150,000	\$150,000	\$150,000	\$150,000
Equip-SD-Non-Recon (Fixed Assets)	43430300	\$70,000	\$0	\$25,000	\$25,000
Sac County - Bonded Debt Service (New in FY 2017-18)	50523000	\$0	\$0	\$0	\$15,000
Contingency Appropriation (Operations Contingency)	79790100	\$70,000	\$0	\$25,000	\$155,096
OTHER CHARGES TOTAL		\$290,000	\$150,000	\$200,000	\$345,096
GRAND EXPENDITURE TOTAL		\$15,337,422	\$2,831,730	\$26,920,237	\$27,122,250

EXHIBIT 2

PEG FEE FUND (094B) BUDGET

Fiscal Year 2016-17 Budgeted and Actuals / Fiscal Year 2017-18 Final PEG Fee Fund (094B) Budget

	G/L Acct	FY 2016-17 Budgeted	FY 2016-17 Year End Actuals	FY 2017-18 Proposed Budget	FY 2017-18 FINAL Budget
REVENUE					
Interest Income	94941000	\$1,000	\$11,275	2,500	10,000
PEG Fee Revenue	97978200	\$2,750,000	\$2,849,442	2,650,000	2,750,000
PEG Fee Revenue (Consolidated CYs 2013/14 Audit - Unpaid Fees)	97978200	\$0	\$1,325	-	-
PEG Fee Revenue (AT&T CYs 2012/13 Audit Finding - Unpaid Fees)	97978200	\$0	\$51,000	-	-
PEG Fee Revenue (AT&T CYs 2012/13 Audit & 2014/15 Audit -Unpaid Fees)	97978200	\$0	\$34,856	-	-
PEG Fee Revenue - TOTAL	97978200	\$2,750,000	\$2,936,623	2,650,000	2,750,000
Fund Balance / Carry Forward		\$1,193,902	\$1,193,902	1,511,873	1,309,258
REVENUE TOTAL		\$3,944,902	\$4,141,800	4,164,373	4,069,258
EXPENDITURES					
Inventoriable Equipment (Member Agencies)	20226500				
Citrus Heights		\$249,246	\$220,717	81,904	81,904
Elk Grove		\$20,454	\$18,263	15,448	15,448
Folsom		\$61,927	\$0	194,542	194,542
Galt		\$176,720	\$73,336	55,427	55,427
Rancho Cordova		\$147,658	\$92,362	204,935	204,935
Sacramento		\$124,958	\$113,582	75,547	75,547
Sacramento County (Council Chambers)		\$129,281	\$99,226	280,129	280,129
Invent Equip Subtotal (Member Agencies)		\$910,244	\$617,484	\$907,932	907,932
Prior Year Service & Supply Expenditures (FYs 13-14 & 14-15 Audit)	20288000	\$0	-\$213,212	-	-
G/L Account 2000 Total		\$910,244	\$404,272	\$907,932	907,932
Support Services (Channel Licensees)	30310400				
Access Sac - One-Time Equipment		\$686,903	\$686,903	567,939	567,939
Access Sac - One-Time Request (HD Truck Upgrades)		\$0	\$0	91,287	91,287
KVIE - One-Time Equipment		\$540,001	\$540,001	539,083	539,083
SECC - One Time Equipment		\$15,300	\$15,300	28,002	28,002
SECC - One-Time Equipment (SEVA Labs)		\$90,000	\$90,000	120,000	120,000
BESTNet Phase III (Year 5)		\$764,903	\$713,202	51,700	51,700
BESTNet Phase III Completion (Years 6 & 7)		\$600,000	\$0	1,200,000	1,200,000
Support Svcs Subtotal (Channel Licensees)		\$2,697,107	\$2,045,406	\$2,598,010	2,598,010
Contract Services (Chan Licensees)	30310500				
Access Sac Fac/Equip Base		\$93,032	\$93,032	94,893	94,893
Access Sac - Coloma Center Rent		\$6,750	\$6,750	6,750	6,750
KVIE - Fac/Equip Base		\$0	\$0	-	-
SECC - Fac/Equip Base		\$50,520	\$50,520	51,530	51,530
Contract Svcs Inst Subtotal (Chan Licensees)		\$150,302	\$150,302	153,173	153,173
G/L Account 3000 Total		\$2,847,409	\$2,195,708	\$2,751,183	2,751,183
Equipment SD Non-Recon - Fixed Assets	43430300				
Edit System		\$0	\$0	795	795
Headend		\$5,529	\$2,823	-	-
Master Control		\$2,848	\$2,043	27,976	27,976
Metro Cable Control Room		\$20,196	\$4,710	15,735	18,682
Metro Cable Van		\$3,144	\$2,498	-	-
Printer		\$0	\$0	1,300	1,300
Server		\$15,495	\$11,902	16,794	16,794
Equip SD Non-Recon - Fixed Assets Sub-Total		\$47,212	\$23,976	\$62,600	65,547
G/L Account 4000 Total		\$47,212	\$23,976	\$62,600	65,547
Fund Balance Reserve	7100000	\$0	\$0	254,082	150,000
Contingency Appropriation	79790100	\$101,460	\$0	150,000	194,595
Contingency Appropriation (Comcast A/R CY 11-12 Audit Finding)	79790100	\$38,576	\$0	38,576	-
EXPENDITURE TOTAL		\$3,944,902	\$2,623,957	4,164,373	4,069,258



SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

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

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

AGENDA ITEM NO. 3

DATE: September 11, 2017

TO: Chair and Board of Directors

FROM: Robert A. Davison, Executive Director

SUBJECT: DISCUSSION OF BESTNet PHASE III AND FUTURE SERVICE TO SCHOOLS

RECOMMENDATION:

It is recommended the Board receive and file the staff report; and discuss with stakeholders and Comcast representatives present - Phase III of the BESTNet Project, the status of the BESTNet Agreements, and implementation and future options for schools receiving service through BESTNet.

BACKGROUND/DISCUSSION:

The Broadband Education Services Technology Network (BESTNet) is an institutional network that provides broadband service to connected schools. BESTNet was possible due to the partnership between the Commission, Comcast and the Sacramento Educational Cable Consortium (SECC). SECC works with the school districts, who are active participants in the system through SECC. This partnership has been extremely successful in providing a robust broadband fiber infrastructure network in the Sacramento area and in meeting bandwidth requirements for Sacramento schools. The benefits of BESTNet have had a vast impact relative to supporting technology improvements and growth in the 21st century and leave Sacramento schools well positioned for the future.

BESTNet is a dark fiber system, which was installed by Comcast. Some of the fiber is part of Comcast fiber bundles; other fiber was installed to service solely BESTNet. All the fiber is used only by BESTNet. The edge or end equipment that lights that system and operates that system is owned and operated by SECC and the schools.

BESTNet was created to resolve a dispute between the Commission and Comcast regarding Comcast's and its predecessor-in-interest's obligation to provide "an additional thirty (30) megahertz of bandwidth capacity (activated at all times for both upstream and downstream use) for educational access for video and data transmission." To settle this dispute, Comcast

Agenda Item No. 3

Discussion of BESTNet Phase III and Future Service to Schools

Page 2

agreed to participate in a phased construction of the network. BESTNet has been constructed in three phases:

- Phase I consisted of a pilot project to determine the feasibility of the network;
- Phase II consisted of connecting approximately 80 schools to the network, largely middle and high schools – by the end of Phase II, Sacramento school district offices, community colleges, CSUS were also connected;
- Phase III involves connecting a number of elementary schools to the network.

Phase III has not been completed for reasons discussed below.

To outline their responsibilities, Comcast, SECC, and the Commission executed the BESTNet Network Phase II Construction and Maintenance Agreement and Addendum. These agreements outline the terms of constructing Phases II and III of BESTNet. They also ensure that all connected schools receive service initially through December 23, 2023.

In addition, the Agreements provide that: “Hereafter and as part of a renewed Agreement, the Commission and SECC shall have the right to continue to use BESTNet on the same terms and conditions as those listed above with respect to then existing facilities.” (Agreement, § 9(a); emphasis added)

Under the Agreements, costs for Phases I and II were allocated between Comcast, the Commission, and SECC. Comcast’s contributions included the right to use existing fiber that Comcast was not then using.

Ultimately, for BESTNet Phase II, the Commission spent approximately \$3.9M. The school districts have spent approximately the same amount. For Phase III (BESTNet Phase II Addendum – Elementary Schools), the Commission has approved \$3 million dollars in funding with the school districts committing approximately the same amount. This money was paid to Comcast, or is set aside but not yet paid, for Comcast’s costs in constructing the system. This cost, in Staff’s view, paid for the fiber that has been installed and for its irrevocable use into the future. In addition, each connected school was assessed a connection fee of \$3,704 per site. This fee was charged to offset Comcast’s maintenance of the fiber.

Comcast’s maintenance costs are very low due to the design of the network. BESTNet is not a traditional cable or broadband network where the schools as customers receive managed service from a provider. Rather, Comcast provided unused fiber in its system and was paid for all additional fiber and all installation costs through to demarcation points at each connected school. These fibers are then “lit” by SECC from equipment it owns and maintains. In addition, because the BESTNet system uses dedicated fibers that are not accessed by any other users, the system is secure. As such, BESTNet functions as an independent system, using Comcast’s fiber to simply connect the participating schools.

The parties have been working on Phase III of the Agreement for a number of years. While the Agreements require that Phase III be completed by July 1, 2016, construction has not even begun for a number of elementary school sites. This is largely due to construction delays by Comcast

Agenda Item No. 3

Discussion of BESTNet Phase III and Future Service to Schools

Page 3

and to Comcast's demand that, notwithstanding significant construction delays, Comcast would require the Commission to agree that the entire BESTNet system will revert to Comcast in 2023.

At this point, the Commission and SECC and the schools have allocated funds to complete Phase III but construction is on hold pending further Board direction. In addition to the 6.9 million allocated for Phase II and III by the Commission, the Commission has allocated an additional \$1.2M for the completion of BESTNet.

Recently, Comcast informed the Commission and SECC that it did not intend to "renew" the BESTNet Agreements beyond 2023. Comcast maintains that it is not required to renew the Agreements as local agencies can no longer require cable companies to provide institutional networks under the Digital Infrastructure and Video Competition Act of 2006 (DIVCA). Comcast has suggested that the schools could become traditional service customers after 2023.

Commission and SECC staff do not agree with Comcast's position. As quoted above, Staff believes that Comcast has a binding obligation to renew the agreement and/or to continue to provide the BESTNet dark fiber on the "same terms and conditions ... as [the current agreement] with respect to then existing facilities."

However, Commission and SECC staff reached out to Comcast to attempt to find a mutually agreeable solution and to understand how schools could receive service outside of BESTNet. While Comcast promised to provide a proposal to the schools a number of months ago, no proposal has been received. In addition, Comcast has been unwilling to schedule another meeting to further discuss this matter. Therefore, it is still unclear if/how Comcast proposes to provide service to the schools after 2023.

Given this impasse, the Board asked staff to schedule this discussion as an opportunity for Comcast, the Commission, SECC, and School District representatives, to discuss how to:

1. complete Phase III (the elementary school phase);
2. continue the beneficial partnership that Comcast, the Commission, SECC, and the schools have had through the BESTNet agreements; and
3. discuss service to the schools after 2023.

For the first point above, while the Commission has allocated funds to complete Phase III, construction has been on hold pending resolution of the issues described above. At this point, if the Commission and SECC construct Phase III, those schools will have only a few years of service before 2023. They have not and will not receive the full benefit bargained for in the BESTNet Agreements. For the second and third points above, schools in all phases must continue to have use of BESTNet going forward without any significant additional costs, whether under an extension of the BESTNet agreements or otherwise.

Staff looks forward to a productive discussion with the Board and all stakeholders. To this end, it is important to highlight how successful this project has been. BESTNet is a tremendous resource for the schools. Using BESTNet, students enter a creative environment to continue and supplement what they learn in the classroom. Students have used BESTNet to talk from their

Agenda Item No. 3

Discussion of BESTNet Phase III and Future Service to Schools

Page 4

classroom to the International Space Station, a Holocaust survivor, discuss life science with state park rangers, see how people lived during the Great Depression, and learn about the Louisiana wetlands directly from the field.

The Commission, Comcast, and SECC have been great partners in this project, and would like to see the partnership continue into the future. Staff looks forward to finding a solution to ensure that this resource is available for Sacramento area schools and students in the short and long-term.

Respectfully submitted,



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

Attachments:

BESTNet Agreement

BESTNet Agreement Addendum

**BESTNet Phase II – Comcast Construction and
Maintenance Agreement
(Fully Executed – 10-30-2006)**

**BESTNet Network Phase II
Construction and Maintenance Agreement**

This BESTNet Network Phase II Construction and Maintenance Agreement ("Agreement") is entered into as of 10-30, 2006, by and among the SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION hereinafter referred to as the Commission, and COMCAST OF SACRAMENTO I LLC, COMCAST OF SACRAMENTO II LLC AND COMCAST OF SACRAMENTO III LLC collectively hereinafter referred to as Comcast and the SACRAMENTO EDUCATIONAL CABLE CONSORTIUM hereinafter referred to as SECC.

Whereas, the Sacramento franchising and licensing ordinances require cable operators to provide "an additional thirty (30) megahertz of bandwidth capacity (activated at all times for both upstream and downstream use) for educational access for video and data transmission" (See Sacramento County Code section 5.75.202); and

Whereas, the Commission alleged that Comcast's predecessors in interest had not implemented this requirement; and

Whereas, Comcast's predecessors had disputed the Commission's allegations; and

Whereas, in Resolution 00-014 transferring the cable franchise and licenses to AT&T, the AT&T entities and the Commission agreed to commence a process to resolve the then pending dispute regarding implementation of the 30 megahertz ("30 MHz") requirement; and

Whereas, on June 17, 2002, in Resolution No. 02-018, the Commission approved the transfer of the cable franchise and cable licenses (hereinafter "Franchise") to Comcast as part of that Transfer Approval. The Commission recounted a partial history of the 30 MHz dispute and the Commission and Comcast agreed to terms of settlement of the 30 MHz dispute as set forth in Exhibit D of the Transfer Resolution. Exhibit D sets forth a plan to implement the "30MHz" provisions of the Franchise which included a Pilot Project and additional phases for construction of an institutional network to serve the schools within the Franchise Area on a shared cost basis for Phase II; and

Whereas, the institutional network envisioned in the "30MHz" implementation plan is now called Broadband Education Services Technology Network hereafter referred to as "BESTNet;"and

Whereas, the Commission, Comcast and SECC, together with California State University at Sacramento ("CSUS"), Los Rios Community College, the Sacramento Office of Education

("SCOE") and certain school districts within the Franchise area have successfully implemented the Pilot Project of BESTNet; and

Whereas, the Commission, Comcast and SECC, on behalf of itself, CSUS, Los Rios Community College, SCOE and the participating school districts have agreed to the terms for the implementation of Phase II of BESTNet, as set forth herein; and

Whereas, the Pilot Project was completed by Comcast to the satisfaction of SECC and the Commission; and

Whereas, it is understood and agreed by the parties that the completion and operation of the Pilot Project and performance of Comcast's, SECC's, and Commission's obligations under this Agreement and continued operation of the Phase I and Phase II project (as set forth in this Agreement) through December 23, 2023 and continued use thereafter upon renewal of this Agreement as described hereunder, shall fully satisfy the parties' obligations under the Transfer Resolution or any other agreement, ordinance, franchise or other document between the parties with respect to the "30 MHz" obligation, and that the SECC and the Commission shall seek no further compensation or performance from Comcast for matters related to the "30 MHz" requirement; and

Whereas, the Phase II project will utilize experience and knowledge gained in the Pilot Project to build the Phase II BESTNet network which will connect high school and middle school sites, district offices and other identified related sites within the Franchise area; develop a network design and operation plan for providing broadband connectivity to above mentioned sites; and provide for the cost breakdown related to the project, the allocation of these costs and the payment of these costs, and the three year build out of Phase II; and

Whereas, the Agreement provides for the connection of elementary schools to BESTNet, as set forth in the Agreement: and

Whereas, Comcast and SECC have provided the Commission, CSUS, Los Rios Community College, SCOE, and the participating school districts with cost estimates for fiber and laterals to be installed and maintained for Phase II; and

Whereas, the parties have agreed the Phase II project will be based on the most cost-effective methods, as agreed to by the parties; and

Whereas, this Agreement is intended to provide for the Comcast portion of the Phase II BESTNet system and the parties understand and acknowledge that the other cable licensees and franchisees will also provide facilities and network so that the BESTNet system will have

redundancy within the backbone while not requiring the duplication of Comcast, franchisee and licensee assets; and

Now, therefore, the Commission, Comcast and SECC agree as follows:

1. Definitions.

- (a) "BESTNet" or "BESTNet Network" means the communications network available for the sole, dedicated use of SECC, CSUS, Los Rios community College, SCOE and the participating school districts for telecommunications services, as described herein.
- (b) "Demarcation Point" means the fiber termination patch panel that will be installed at the Participating Educational Entity building that is connected to the BESTNet Network.
- (c) "Franchise" means the Franchise and Licenses authorizing Comcast to provide cable operations within Sacramento County and the cities that are members of the Commission.
- (d) "Facilities" means all property installed for and/or used in the BESTNet Network including fiber, equipment and appurtenances reasonably necessary or useful, or which may become necessary or useful for communications services which Comcast may from time to time provide to BESTNet. Facilities includes equipment which may be provided by Comcast to facilitate use of network services, but does not include any Commission, SECC, SCOE or participating Educational Entities installed equipment.
- (e) "Participating Educational Entities" means CSUS, Los Rios Community College, SCOE, and those school districts within the Comcast franchise area, who are participating members of the BESTNet Network, who have, or will, participate in funding the BESTNet Network, and whose facilities are or will be served by the BESTNet Network. As used in this Agreement, the term "SECC" shall include the Participating Educational Entities. SECC shall be the lead agency and project manager for the SECC, the Commission and the Participating Educational Entities for the purposes of this Agreement.

2. BESTNet Phase II.

- (a) The Phase II BESTNet project shall connect approximately eighty-one (81) identified sites (the "Phase II sites") and existing elementary and other school facilities as described in Subsection (c), below. The Phase II sites are identified on Exhibit A, attached hereto.
- (b) Each Phase II site shall be connected to the BESTNet Network with one (1) fiber in the fiber backbone, except that the Galt connection shall be accomplished through one (1) wavelength in each direction all of which shall be dedicated and secure.

- (c) Newly constructed or existing school facilities not included as a Phase II site, including but not limited to elementary schools within the Comcast cable system Franchise area shall have the option of connecting to BESTNet Network during the three (3) year construction period, provided that the Participating Educational Entity pays all cost of the laterals and the pro rata share of the cost of any additional backbone fiber, not already designated to BESTNet, to be used to provide the connection, including plant extension, if any, and/or, if applicable, cost of fiber overlash (all including cost of materials and labor as described in this Agreement) and the one time connection fee of \$3,704.00 per site. These newly constructed or existing school facilities including these elementary schools are in addition to the 81 identified sites. For any additional school site, SECC and/or the Participating Educational Entity shall adhere to the same procedure and timeline described in Exhibit B. Once the estimate is accepted by SECC and/or Participating Educational Entity, SECC shall provide Comcast with its intent to fund the additional site no later than July of the year preceding actual construction.

3. Phase II Design and Construction.

- (a) SECC, Comcast, and the Participating Educational Entities have met and agreed upon a Network Map and plan for Phase II. The parties acknowledge receipt of the Network Map and plan for Phase II dated ~~Oct. 30~~, 2006. This Network Map is the anticipated build for the BESTNet Phase II Network. However, SECC and Comcast shall continue to refine the network map as the construction proceeds and, upon the agreement of the parties, may reconfigure school connections utilizing new fiber/routes identified by Comcast that shall reduce lateral/overlash or conduit costs. SECC, Participating Educational Entities and Comcast have also reviewed the initial cost estimates from Comcast for the 81 proposed sites.
- (b) Comcast shall construct the BESTNet Phase II Network by constructing dedicated communications fiber in conduit or lateral/overlash to the buildings described in Exhibit A and to additional school facilities within the Comcast cable system Franchise area as described in 2 (c) above. Comcast shall provide the fiber or wavelength connections to the designated buildings. The Participating Educational Entity who owns or operates the particular building shall be responsible for the provision and installation of any network connections or equipment and any other end-user electronics. BESTNet infrastructure shall meet manufacturers' specifications for cable, attenuation, splice loss and connector loss as measured using industry standard test methodologies. The Commission, SECC and Comcast agree that the BESTNet fiber shall be installed in a workmanlike manner to standards mutually determined by the Commission, SECC and Comcast.
- (c) Construction of Phase II shall be completed within three and one half (3.5) years, beginning July 1, 2006 and completed December 31, 2009, unless the parties mutually agree to extend the completion date.
- (d) The BESTNet Network shall be a dedicated network and shall be secure. Network security is a priority for all Participating Educational Entities, SECC, Comcast and

the Commission, and the SECC, Participating Educational Entities and Commission shall be responsible for the security of BESTNet and Comcast shall be responsible for the security of its cable system.

- (e) As part of the first year's construction and included in the Network Map and in the cost figures below, Comcast shall provide, at no charge, one (1) additional fiber for three (3) of the initial links of the Phase II network at an estimated value of \$105,416. The three (3) initial links are: (1) between SCOE and 1230 N Street, 14th Floor (2) between Elk Grove and SCOE, and (3) between 1230 N Street, 14th Floor and CSUS. The link between N Street and CSUS requires additional fiber work estimated at \$20,000 to be paid by SECC and the Commission. 1230 N Street is currently a Comcast Hubsite.
- (f) Each year of the construction period, SECC and Comcast shall meet to determine the build out for the following year. At the time of execution of this Agreement, Comcast has identified available fiber in the backbone to be utilized for connection of links as referred to in the Network Map. The identified fiber shall remain available to BESTNet during the entire Phase II three (3) year construction period and when placed into use shall thereafter be and remain a part of BESTNet during the term of this Agreement.

It is understood BESTNet may be using multiple fibers such as those currently identified in Comcast projections for the three (3) identified links described in 3(e) above. SECC and Comcast shall annually project the build and estimated costs for each year prior to the Commission, Participating Educational Entity and Comcast budgeting process. The schedule for meeting and determining the build for each year is attached hereto as Exhibit B.

4. Phase II Funding:

- (a) The Parties shall each participate in the funding for the Phase II project. It is estimated that SECC and the Commission shall contribute approximately \$1.3 million dollars each per year of the three (3) year construction period. Comcast shall provide approximately \$1 million dollars each year through in kind contributions of fiber and construction costs plus maintenance of the network.
- (b) The following table is the estimated breakdown of costs.

TOTALS	SECC/SMCTC	Comcast
Equipment: \$775,000	\$775,000	
New Fiber: \$2,500,000	Galt: \$60,000 Laterals: \$1,250,000	Galt: \$1,190,000
Dark Fiber: \$1,127,616		\$1,127,616
Overlash - Laterals: \$4,772,382	\$4,772,382	
School Connectivity: (Curb to building base: \$3,704/site) \$300,000	\$900,000	

Incremental estimated costs:	\$600,000		
Maintenance – Total Value over 14 years	\$778,000		\$778,000
Additional Fiber:	\$125,416	\$20,000	\$105,416
TOTAL:	\$10,978,414	\$7,777,382	\$3,201,032

- (c) The final estimate of costs after walk-out, engineering and design shall be made each year prior to the beginning of construction of that year. The final estimate (which may include a ten percent contingency) shall be a “not to exceed” amount. The final estimate shall be valid for the year of construction, and except as provided in Subsection (d) below any increase in cost thereafter shall be the responsibility of Comcast. Based on this final estimate, SECC and the Commission shall authorize Comcast to commence construction for that year. The construction that is authorized shall depend in part on which educational entities decide to participate in the BESTNet network. In the event the final estimate is greater than the initial estimate (including the 10% contingency) and the Participating Educational Entity decides to go forward with the construction of a link or links, the Participating Educational Entity shall pay the total cost of construction as stated in the final estimate.

In the event any Participating Educational Entity first determines to go forward with the construction of a link or links based on the initial cost estimates and thereafter the Participating Educational Entity decides not to go forward with the construction of a link or links as specified in the final estimate and the final estimate is within 10% of the initial estimate (including the contingency), the Participating Educational Entity shall be responsible for paying Comcast for actual costs incurred in connection with the walk-out, engineering and design of such link or links.

SECC and the Commission shall fund their share of the year's construction costs on a dollar by dollar match.

In the event any Participating Educational Entity decides to change or modify a link or links after the final estimate is submitted by Comcast, the Participating Educational Entity shall be responsible for the cost of the walk-out, redesign and engineering of the change or modification of a link or links.

- (d) The Commission and SECC shall pay Comcast their cost of constructing that year's dedicated fiber in phases commensurate with that year's construction process. Construction phases shall be established so that each link installed and connected can be tested and determined complete prior to the payment for that link or links. Comcast shall invoice (including the \$3,704 per site connection fee as provided in Section 4 (b) above) SECC after a link or links are complete at the patch panel and verified as complete and operational by SECC. Upon receipt of the invoice, SECC shall notify the Commission and, if applicable the Participating Educational Entity whose location or building has been connected and is now operational, and the Commission and the Participating Educational Entity shall remit their applicable

share within thirty (30) days of receipt of the notice from SECC. SECC shall pay Comcast sixty (60) days after receipt of the invoice. SECC, the Commission and the Participating Educational Entities may provide for a payment schedule, as between themselves, that differs from that stated above, so long as the schedule provides for prompt payment to Comcast.

The final actual cost may be, in part, dependent on whether pole replacements and/or make ready work are required by the pole owners. This final pole replacement cost attributable to BESTNet may not be known until after the construction project is complete. Therefore, the ten percent (10%) contingency for each link, if not used for other costs incurred as part of the actual construction of the link, shall be retained by SECC in an interest bearing account. The ten percent (10%) contingency retained by SECC shall be pooled. Comcast may, by invoice, request reimbursement from the retained contingency fund for pole replacements and/or make ready work attributable to BESTNet. SECC shall retain the pooled contingency amount for three (3) years following completion of construction applicable to each year of the initial three year construction period for Phase II, and with respect to links constructed after the initial three year period, for three years after completion of the link. Any pole replacement costs not claimed by Comcast after the applicable three (3) period(s) described herein shall be Comcast's responsibility. At the end of the applicable retention period, SECC shall return any unused contingency funds to the Commission and the Participating Educational Entities on a pro rata basis.

5. Maintenance, Repair and Replacement.

- (a) **Comcast - Network maintenance:** Comcast shall, at its own cost, maintain and repair all of the Comcast BESTNet fiber (including both the Pilot and the Phase II) to the school demarcation point for the term of this Agreement. Routine maintenance on the BESTNet Network fiber shall be conducted on the same schedule and in the manner as routine maintenance on Comcast's cable system. Any repairs needed to the BESTNet Network fiber shall be performed by Comcast, with prior notice to SECC where practicable. In emergency conditions, including, but not limited to, a natural emergency resulting from a windstorm or other conditions described in Section 21, Comcast shall provide emergency repair work on the BESTNet fiber in the course of conducting its own emergency repair work on its cable system, excepting where BESTNet Network fiber may not be co-located with the Cable system plant on a strand or in conduit in which case the cable system fiber shall be repaired as a first priority and BESTNet Network fiber shall be repaired as a second priority. In any such event, Comcast shall have no liability to SECC for such delay in BESTNet service restoration. Comcast shall repair, reconstruct, remove, relocate and, as necessary, replace portions of the BESTNet Network during the term of this Agreement. In the event that the Commission, SECC, or Participating Educational Entity causes any portion of the BESTNet Network to be in need of repair, removal, reconstruction, relocation, and replacement, the Commission, SECC or the Participating Educational Entity, as the case may be, shall pay Comcast for its time and materials for repair, removal, reconstruction, relocation, and replacement. In the event that a third party damages a portion of BESTNet, Comcast shall repair the

BESTNet fibers and may seek restitution from the third party. In this case, if SECC maintained equipment is also damaged, Comcast shall cooperate with SECC to seek restitution from the third party for the equipment. For the purpose of this Section, a subcontractor of Comcast is not a third party and an agent or contractor for a Participating Educational Entity or SECC is not a third party.

- (b) **SECC - Equipment Maintenance:** SECC shall, its cost, maintain all network equipment, switches and routers. In addition, SECC shall maintain all fiber connectors, jumpers and end user equipment on or beyond the Participating Educational Entity's side of the demarcation point.
- (c) **Replacement:** (1) Comcast shall be responsible for, and shall pay for, the replacement of fiber up to the Demarcation Point as may be necessary to maintain the operation of the BESTNet network during the term of this Agreement. (2) SECC shall be responsible for, and shall pay for, all BESTNet network equipment including the costs of any replacement equipment.
- (d) **Service Trouble Calls and Escalation:** SECC acknowledges that Comcast shall not actively monitor the signal transmission upon BESTNet utilized fiber, and may have no notice of a service outage but for SECC-initiated notification. For any outages of BESTNet utilized fiber, as determined by the SECC, SECC or its designated BESTNet site representative shall notify Comcast's designated representative, and Comcast shall respond to any routine trouble call within four (4) hours of receipt of notification and shall actively begin working continuously until the problem is resolved except for conditions described in Section 21. Comcast shall keep SECC informed on the progress of the repairs and shall notify SECC when the repairs are completed.
- (e) **Relocation of Hubsite at 1230 N Street:** (1) If Comcast decides in its discretion to relocate or move its 1230 N Street Hubsite, Comcast shall, at Comcast's cost and expense, also relocate any fiber used for BESTNet and/or connections to the new Hubsite that are required to maintain the BEST Net network based on the relocated Hubsite location. (2) In the event Comcast is required to relocate or move its 1230 N Street Hubsite, SECC and/or Participating Educational Entities shall pay the pro rata share of the cost attributable to BESTNet for relocation of any fiber used for BESTNet and/or connections to the new Hubsite that are required to maintain the BEST Net network based on the relocated Hubsite location. (3) In the event of a relocation of the Hubsite, irrespective of the reason, Comcast shall work with SECC so that the BESTNet equipment and designated fiber are relocated as part of the relocation of the Comcast subscriber network and that BESTNet equipment and designated fiber is transitioned in the same manner and at the same time as the subscriber network, so that there is minimal, if any, service disruption for users of the BESTNet system. SECC and Comcast may agree to a relocation or transition plan that meets the objectives of this subsection, even if the details diverge from those set forth herein.

(6) SECC's Administration and Management of BESTNet.

SECC, and the Participating Educational Entities shall be responsible for the ongoing administration and management of BESTNet facilities and equipment located at each site on the Participating Educational Entity's side of the demarcation point.

(7) Connections by Elementary Schools to BESTNet.

It is anticipated that the elementary school sites that are not connected to BESTNet during the three year construction period or as provided in section 8 below, will be connected either by other franchisees or licensees or at a later date utilizing a standard residential high speed Internet Service at no charge or by mutually agreeable solution, provided that the Participating Educational Entity, school or SECC shall pay for all costs associated therewith that exceeds the cost of a standard residential high speed Internet Service (cable modem and monthly service charge). SECC and Comcast believe that future technology will increase the modem bandwidth to possibly provide an effective solution to accommodate these elementary schools. Standard speeds currently available do not meet the bandwidth requirement for many of the schools at this time.

(8) Additions to the BESTNet Network.

- (a) Newly constructed schools and educational facilities owned or operated by the Participating Educational Entities, or school facilities that did not connect to BESTNet during the three year construction period, including elementary schools, will have the option of connecting to BESTNet, provided the Participating Educational Entity pays all cost of laterals and the pro rata share of the cost of any additional backbone fiber (not already devoted to BESTNet) used to provide the connection, including plant extension and/or, if applicable, cost of fiber over-lash (all including cost of construction such as materials and labor as described in this Agreement).
- (b) SECC shall cooperate and coordinate with Comcast regarding new schools that opt for connection to BESTNet. SECC shall notify Comcast at least two (2) years before the opening of the new school so that Comcast can coordinate its construction plans with the connection to BESTNet. Comcast shall provide a cost estimate of connecting the school to BESTNet. The cost estimate shall be at Comcast's actual cost. Comcast shall provide the cost estimate within sixty (60) days of the SECC'S request or such other time as the parties may agree. Comcast shall make the additions to the network as agreed to by SECC and the Participating Educational Entity. The addition(s) shall be coordinated with the opening of the school so that, if possible, the connection is available when the school opens.
- (c) For additions to BESTNet, other than newly constructed schools as described in Section 8(b) above, SECC shall request a cost estimate for connection to BESTNet. Comcast shall provide the initial cost estimate within sixty (60) days of the SECC'S request or such other time as the parties may agree. Comcast shall make the additions to the network as are agreed to by SECC and the Participating Educational Entity.

The additions shall be made using the procedures and timelines described in Exhibit B and in Section 4 (c) and (d) above, for the year of the request (i.e. Comcast will provide a final estimate which must be accepted by the Participating Educational Entity and the construction shall then occur through Comcast's annual budgeting process) unless the parties agree to a different procedure.

- (d) The Participating Educational Entity shall also pay the one time connection charge of \$3,704.00 for each site connected to BESTNet pursuant to this Section 8.

(9) Term and Ownership of Facilities

- (a) The term of this Agreement shall be from the effective date hereof and through December 23, 2023. SECC and the Commission shall have an indefeasible right to continued use of BESTNet (including Phase I and Phase II, together with any additional schools that are connected as described in this Agreement) throughout the term of this Agreement. Thereafter and as part of a renewed Agreement, the Commission and SECC shall have the right to continue to use BESTNet on the same terms and conditions as those listed above with respect to then existing facilities. As part of negotiations for the renewal of this Agreement, the parties may negotiate the terms and conditions with respect to additional school sites to be connected to BESTNet and any other cost items that may arise during the negotiations.
- (b) All of the fiber facilities installed by Comcast and/or utilized by BESTNet throughout Phase II and additional sites as described in this Agreement (but not any equipment installed by SECC and the Participating Educational Entities) shall at all times be and remain the personal property of Comcast and shall not be considered fixtures of any property in which they occupy space. Except for the right to have an indefeasible right of use as set forth in paragraph (a) above, SECC, the Commission, or Participating Educational Entities or any other third party shall not have any rights in the facilities except as may be expressly agreed to in writing by Comcast, the Commission, and SECC. SECC and Participating Educational Entities and their respective employees, agents, and contractors shall not tamper or interfere with Comcast's facilities and shall use reasonable care not to damage such facilities. Comcast shall not tamper with the operations of BESTNet and shall use reasonable care not to damage BESTNet equipment housed in Comcast's facilities. At the end of the term of this Agreement (if not renewed) Comcast shall remove or leave in place any or all of the facilities used by BESTNet.

(10) No Commercial Use by SECC.

BESTNet is a private communication network and SECC and Participating Educational Entities shall use BESTNet solely for non-commercial applications and purposes, and shall not lease, resell or grant access privileges to BESTNet capacity or services to a third party for any commercial purpose or in competition with Comcast's services. For purposes of this Section, costs associated with the operation of BESTNet may be shared between SECC and Participating Educational Entities and shall not be deemed commercial charges. In addition, the parties understand that SECC and the Participating Educational Entities may use BESTNet to transport

content or software products to other educational entities, which products are sold or paid for by the other educational entities for non-commercial purposes.

(11) No Interference with Cable System.

SECC and Participating Educational Entities shall not attach any equipment or otherwise modify BESTNet in any way that will interfere with the signal quality and the normal operation of Comcast's cable system, and they shall not access any part of Comcast's fiber and associated facilities and equipment outside the actual BESTNet site fiber termination panel. SECC's and Participating Educational Entities' use of BESTNet contemplated herein shall not be deemed to qualify or consider Comcast as a common carrier, and SECC agrees to limit all uses of BESTNet to protect Comcast from being deemed a common carrier, and further agrees to represent the same in the event of inquiry by any state or federal agency or entity.

(12) Permits & Access to School and Public Property.

- (a) Permits. SECC shall cooperate with Comcast to facilitate the timely issuance of all permits necessary to construct the network, as time is of the essence for this Agreement.
- (b) Access to Property. SECC shall cooperate and assist Comcast's access to public property necessary to construct or install the BESTNet fiber network.

(13) Indemnification.

SECC shall indemnify, protect, defend and hold harmless Comcast from any damage resulting from the SECC's use of the BESTNet except for loss or damage arising from any intentional or negligent act or omission of Comcast or its agents, employees.

(14) Amendment.

No amendment to this Agreement shall be effective unless made in writing and signed by the Commission, SECC, and Comcast.

(15) Assignment.

This Agreement shall be binding upon and benefit Comcast, its heirs, successors and assigns. Comcast may assign this Agreement without consent of the Commission and SECC if such assignment is in conjunction with an assignment or change of ownership of the Franchise and the cable television franchise assignment or change of ownership has been approved by the Commission. Except as provided herein, Comcast shall have no right to assign this Agreement without the Commission's consent. The Commission may assign this Agreement with Comcast's prior written consent, which consent shall not be unreasonably withheld, to a public or non-profit entity either owned or controlled by the Commission, or, in the case that the Commission is dissolved, to the Commission's successor entity or entities without Comcast's consent.

(16) Entire Agreement.

This Agreement is intended to be the entire agreement of the parties hereto and supersedes any prior written or oral agreements regarding BESTNet Phase II.

(17) Franchise Fee Limitation.

Nothing of value received by Comcast by virtue of this Agreement shall be included in "gross revenues" for the purposes of calculating Comcast's franchise fees for the Commission.

(18) Severability; Waiver.

The invalidity or unenforceability of any provision of the Agreement (in whole or in part) shall in no way affect the validity or enforceability of any other provision. One or more waivers of a breach of any covenant, term or condition of this Agreement by either party shall not be construed by the other as a waiver of subsequent breach of the same covenant, term or condition.

(19) Attorneys Fees.

Should a suit be brought to enforce or interpret any part of this Agreement, or the rights or obligations of any party to this Agreement, the prevailing party shall be entitled to recover as an element of such party's cost of suit, and not as damages, reasonable attorneys' fees to be fixed by the court.

(20) Governing Law.

The validity, construction, and enforceability of this agreement shall be governed by California law and applicable federal law including the applicable provisions of the Telecommunications Act of 1996 or any successor law.

(21) Force Maejure.

Should Comcast's performance of any terms, conditions, or obligations required by this Agreement be prevented by a cause or event not within Comcast's control, such inability to perform shall be deemed excused for such period as may be reasonably necessary to overcome the effects of such cause or event and no penalties shall be imposed as a result thereof. For the purposes of this Section, causes or events not within the control of the Comcast shall include without limitation, acts of God, strikes, labor strife, sabotage, riots or civil disturbances, restraints imposed by order of a governmental agency or court, explosions, acts of public enemies, and natural disasters such as floods, earthquakes, landslides and fires.

(22) Time of the Essence. Time is of the Essence in the performance of this Agreement.

(23) Notice.

Notices of assignment or termination of the Agreement shall be in writing and shall be deemed to have been properly given, served and received only as follows: (i) if delivered by messenger, when delivered; or (ii) if delivered by a reputable overnight express courier, freight prepaid, when delivered; or (iii) if mailed by deposit in the United States mail, certified or registered, postage prepaid, return receipt requested, when received or refused.

All notices to Comcast must be sent to:

Comcast
Attn: Government Affairs
4450 East Commerce Way, 2nd floor
Sacramento, CA 95834

With a copy to:

Comcast
Attn: Government Affairs
3443 Deer Park Dr.
Stockton, CA 95219

All notices to the SECC must be sent to:

Sacramento Educational Cable Consortium
Attn: Executive Director
3780 Rosin Court, Suite 150
Sacramento, CA 95834

All notices to the Commission must be sent to:

Sacramento Metropolitan Cable Television Commission
Attn: Executive Director
901 H Street, Suite 206
Sacramento CA 95814

Either party may designate such other person or post office address as it may from time to time required for the purpose of receiving said notices by giving appropriate written notice to the other of such new designation.

(24) No Warranties. Notwithstanding anything to the contrary, Comcast disclaims all warranties, whether express or implied, including without limitation, any implied warranties of merchantability or fitness for a particular purpose. Comcast specifically disclaims any responsibility for any damages suffered by SECC or Participating Educational Entities arising out of its performance under this Agreement. In no event shall Comcast be liable to SECC or

Educational Participating Entities for any indirect, special, incidental, punitive or consequential damages, whether or not foreseeable.

(25) No Third-Party Beneficiaries. Nothing in this Agreement is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Agreement.

(26) Public Records Act; Trade Secrets. The Network Map and Plan for Phase II dated ~~Oct. 30~~, 2006 referenced in this Agreement contains Comcast proprietary information including but not limited to the locations and routes of the Comcast cable system, the capacities of Comcast facilities (i.e. the number of fibers, hub site and head end capacities, and the like). Comcast treats this information as proprietary and confidential trade secret information and does not disclose this information. The Commission, SECC and the Participating Educational Entities have reviewed this information in order to determine that the design will meet the needs of BESTNet and to ascertain the routing and capacities for the BESTNet system. SECC, the Commission and Participating Educational Entities have not disclosed this information to any third parties. The parties hereto have agreed that only SECC shall receive and maintain the Network Map and Plan for Phase II dated ~~Oct 30, 06~~. Upon request for information from a third party, SECC agrees that, with respect to the Network Map and Plan and Comcast's cable network, it shall release only non-confidential information directly related to the identity of sites that are, or will be, connected to the BESTNet system and the cost of connection per site. If SECC receives a request for disclosure of the Network Map and Plan or any other information marked confidential and proprietary by Comcast such as a subpoena, or a public records or freedom of information request, SECC shall notify Comcast and the Commission of such request immediately and well before a response is due. Upon Comcast's request, SECC shall maintain the confidentiality of the requested materials pending the grant or denial of a protective order or the decision of a court or administrative body as to whether the requested materials must be disclosed under the applicable public records statute. The Commission, SECC and the Participating Educational Entities shall cooperate with Comcast in seeking any relief necessary to maintain the confidentiality of the materials that are trade secrets or are otherwise exempt from disclosure under the Public Records Act or applicable federal law. Comcast shall defend, indemnify and hold the Commission, SECC and the Participating Educational Entities harmless from any claim or administrative appeal, including costs, expenses, and any attorney fees, related to Comcast pursuing protection of the materials that Comcast deems to be trade secrets from disclosure except as may be provided by applicable law.

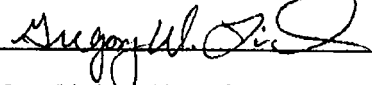
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the month, day and year first written above.

Comcast:

By: 

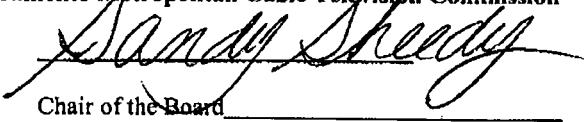
Rick Germano, Senior Regional Vice President

Sacramento Educational Cable Consortium:

By: 

Greg Lindner, Chair of the Board

Sacramento Metropolitan Cable Television Commission

By: 

Chair of the Board

Exhibit A
List of Phase II sites

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Confidential and Proprietary

EXHIBIT A of 09/04/06

District	Connection Priority	Site #	School	Type of School	Connect to: (Preferred)	Existing or Planned Opening Date	Address	City
Archoe	1	1	Archoe District Office	D.O.	Need to identify connect pt on backbone	Existing	11755 Me Road	Herald
Center	1	2	Center USD/Senior High	D.O.	6901 Roseville Road	Existing	8408 Watt Ave	Antelope
Center	2	3	Wilson C. Riley	High	Center D.O. - 8408 Watt	Existing	8725 Watt Avenue	Antelope
Center	2	7	McClellan High School	Middle	Center D.O. - 8408 Watt	Existing	Corner of PFE & Watera Roads	Antelope
Center	2	11	CBUS to UC-Davis POP	Post Sec.	1107 9th Street	Existing	13th St. & N 1107 L St	Sacramento
Del Paso Heights	2	12	Del Paso Heights School Dist	D.O.	1230 N Street	Existing	1281 North Avenue	Sacramento
Elk Grove	2	15	Calina Continuation High School	High	EG D.O. 9510 Elk Grove/Florin Rd.	Existing	8333 Vintana Park Dr	Sacramento
Elk Grove	2	16	Florin High	High	EG D.O. 9510 Elk Grove/Florin Rd.	Existing	7858 Cottonwood Lane	Sacramento
Elk Grove	2	17	Leavina Creek High School	High	EG D.O. 9510 Elk Grove/Florin Rd.	Existing	9050 Volvo Drive	Elk Grove
Elk Grove	2	18	Sheldon High School/Armedberg Middle	High	EG D.O. 9510 Elk Grove/Florin Rd.	Existing	8333 Kingsbridge Drive	Sacramento
Elk Grove	2	19	Valley High School	High	EG D.O. 9510 Elk Grove/Florin Rd.	Existing	6300 Elvhard Avenue	Sacramento
Elk Grove	2	20	William Dwyer High School	High	EG D.O. 9510 Elk Grove/Florin Rd.	Existing	6131 Orange Avenue	Sacramento
Elk Grove	2	21	Harriet Eddy Middle School	Middle	EG D.O. 9510 Elk Grove/Florin Rd.	Existing	6329 Soaring Oaks	Elk Grove
Elk Grove	1	22	James Rutter Middle School	Middle	EG D.O. 9510 Elk Grove/Florin Rd.	Existing	7350 Palmer House Drive	Sacramento
Elk Grove	1	23	Samuel Jackman Middle School	Middle	EG D.O. 9510 Elk Grove/Florin Rd.	Existing	7925 Kenwell Dr	Sacramento
Elk Grove	2	24	Elk Grove High School	High	EG D.O. 9510 Elk Grove/Florin Rd.	Existing	6900 Elk Grove-Florin Road	Elk Grove
Elk Grove	2	25	Rio Crazadero High & Las Flores High	High	EG D.O. 9510 Elk Grove/Florin Rd.	Existing	7825 Granddall Drive	Sacramento
Elk Grove	2	26	Franklin High/Toby Johnson Middle	High	EG D.O. 9510 Elk Grove/Florin Rd.	Existing	8400 Whitlock Parkway	Elk Grove
Elk Grove	2	27	Montezuma Trail High/Harris Middle	High	EG D.O. 9510 Elk Grove/Florin Rd.	Existing	6861 Power Inn Road	Elk Grove
Elk Grove	2	28	Pleasant Grove High/Albani Middle	High	EG D.O. 9510 Elk Grove/Florin Rd.	Existing	9531 Bond Road	Elk Grove
Elk Grove	2	31	EGUSD Student Support Center - D.O.	Special	EG D.O. 9510 Elk Grove/Florin Rd.	Existing	8421 Garber Road	Sacramento
Eureka	1	32	Alpha Intermediate & Dist. Office	Middle	1236 N Street	Existing	5920 Elson Avenue	Eureka
Folsom-Cordova	2	34	Folsom High School	High	FC D.O. -125 East Sidwell	Existing	1655 Iron Point Road	Folsom
Folsom-Cordova	2	35	Cordova Senior High	High	FC D.O. -125 East Sidwell	Existing	2238 Chase Drive	Rancho Cordova
Folsom-Cordova	2	39	Mills Middle School	Middle	FC D.O. -125 East Sidwell	Existing	10438 Coloma Road	Rancho Cordova
Folsom-Cordova	2	40	Folsom Middle School	Middle	FC D.O. -125 East Sidwell	Existing	500 Blue Ravine Road	Folsom
Folsom-Cordova	2	41	Butter Middle School	Middle	FC D.O. -125 East Sidwell	Existing	715 Riley Street	Folsom
Folsom-Cordova	2	42	W.E. Mitchell Junior High School	Middle	FC D.O. -125 East Sidwell	Existing	2100 Zinfandel Drive	Rancho Cordova
Galt High	1	43	Galt High School Dist. Office	D.O.	Galt Elementary DO	Existing	417 C Street, Suite B	Galt
Galt High	1	44	Galt High School	High	Galt High DO - 417 C Street	Existing	145 N. Lincoln Way	Galt
Galt Elementary	1	45	Robert L. McCaffrey Middle	Middle	Galt High DO - 417 C Street	Existing	997 Park Temple Dr	Galt
Galt Elementary	1	46	District Office	D.O.	Fiber from Elk Grove	Existing	1016 C Street, Suite 210	Galt
Galt Elementary	2	47	Yarnon E. Greer Middle School	Middle	Galt High DO - 417 C Street	Existing	248 West A St	Galt
Grant	1	49	Football High School	High	Grant - 5201 Arnold Ave	Existing	3000 McCloud Drive	Sacramento
Grant	1	51	Pacific High School	High	Grant - 5201 Arnold Ave	Existing	3800 Robert Avenue	North Highlands
Grant	1	52	Rio Linda Senior High School	High	Grant - 5201 Arnold Ave	Existing	6309 Dry Creek Road	Rio Linda
Grant	1	53	Marin Luther King Jr. Junior High	Middle	Grant - 5201 Arnold Ave	Existing	5051 Fairbairn Street	Sacramento
Grant	1	56	District Office	D.O.	Grant - 5201 Arnold Ave	Existing	1333 Grand Ave.	Sacramento
Grant	1	57	Grant Union High School	High	Grant - 5201 Arnold Ave	Existing	1400 Grand Avenue	Sacramento
Grant	1	58	Grant West	High	Grant - 5201 Arnold Ave	Existing	1221 South Avenue	Sacramento
Grant	1	59	Highlands High School	High	Grant - 5201 Arnold Ave	Existing	8681 Guthrie Way	North Highlands
Grant	1	60	Norwood Junior High	Middle	Grant - 5201 Arnold Ave	Existing	4901 Norwood Ave.	Sacramento
Grant	1	61	Don Julio Junior High	Middle	Grant - 5201 Arnold Ave	Existing	6444 Walpole Road	North Highlands
Grant	1	62	Football Farms Junior High	Middle	Grant - 5201 Arnold Ave	Existing	5001 Diablo Drive	Sacramento
Grant	1	63	Rio Linda Junior High School	Middle	Grant - 5201 Arnold Ave	Existing	1101 G Street	Rio Linda
Grant	1	64	Rio Tierra Junior High	Middle	Grant - 5201 Arnold Ave	Existing	3201 Northstad Drive	Sacramento
Los Rios Community College	1*	67	Folsom Lake College	Post Sec.	Cable connect to comm. net	Existing	100 Clarksville Rd	Folsom
Los Rios Community College	1*	69	Facilities Management	Post Sec.	RT fiber on Folsom Blvd	Existing	3753 Broadview Road, 969	Sacramento
Los Rios Community College	1*	71	Rancho Cordova Center	Post Sec.	RT fiber on Folsom Road	Existing	10376 Nopingham Drive	Sacramento
Los Rios Community College	2	74	Natomas Center - Natomas High School	Post Sec.	LR D.O. - 1819 Spence Ct.	Existing	3201 Northland	Sacramento
Natomas	2	73	Natomas High School	High	Natomas D.O. - 1801 Arena Blvd	Existing	3301 Robin Blvd	Sacramento
North Sacramento	1	76	North Sacramento School District Offices	D.O.	Grant - 5201 Arnold Ave	Existing	670 Deane Avenue	Sacramento
Robie	3	77	District Office	D.O.	6901 Roseville Road	Existing	8248 Rosa Street	Sacramento
Sacramento City	1	78	Luther Burbank High School	High	SC DO 5735 47th Ave.	Existing	3500 Florin Road	Sacramento
Sacramento City	1	79	New Tech High Charter	High	SC DO 5735 47th Ave.	Existing	1400 Dickson Street	Sacramento
Sacramento City	1	81	G.K. McClellan High	High	SC DO 5735 47th Ave.	Existing	3088 Broadway	Sacramento
Sacramento City	1	82	Hiram Johnson	High	SC DO 5735 47th Ave.	Existing	6879 14th Ave	Sacramento
Sacramento City	1	83	Sacramento High	High	SC DO 5735 47th Ave.	Existing	2315 34th St.	Sacramento
Sacramento City	1	84	John H. Still Center	Middle	SC DO 5735 47th Ave.	Existing	2250 John Stl Drive	Sacramento
Sacramento City	1	85	Sam Brennan Middle School	Middle	SC DO 5735 47th Ave.	Existing	5301 Elmer Way	Sacramento
Sacramento City	1	86	Will C. Wood Middle School	Middle	SC DO 5735 47th Ave.	Existing	9201 Lemon Hill Avenue	Sacramento
Sacramento City	1	88	John F. Kennedy High School	High	SC DO 5735 47th Ave.	Existing	6716 Glorie Drive	Sacramento
Sacramento City	1	89	Rosemond HS	High	El Cambo Jr./Sr. High (Juv Hall)	Existing	9584 Kiefer Blvd	Sacramento
Sacramento City	1	91	Albert Einstein Middle School	Middle	SC DO 5735 47th Ave.	Existing	6325 Randy Drive	Sacramento
Sacramento City	1	92	Charles M. Goethe Middle School	Middle	SC DO 5735 47th Ave.	Existing	2250 69th Street	Sacramento
Sacramento City	1	93	Fern Bacon Basic School	Middle	SC DO 5735 47th Ave.	Existing	4140 Curry Avenue	Sacramento
San Juan	3	101	Bella Vista High School	High	SJ DO - 3738 Walnut Ave.	Existing	8301 Madison Avenue	Fair Oaks
San Juan	2	102	Del Campo High School	High	SJ DO - 3738 Walnut Ave.	Existing	4925 Dewey Drive	Fair Oaks
San Juan	2	103	Rio Americano High School	High	SJ DO - 3738 Walnut Ave.	Existing	4540 American River Parkway	Sacramento
San Juan	3	104	Case Robie Fundamental High	High	SJ DO - 3738 Walnut Ave.	Existing	6151 Oak Avenue	Orangevale
San Juan	1	105	Endesa High	High	SJ DO - 3738 Walnut Ave.	Existing	1400 Bail Street	Sacramento
San Juan	2	106	Mesa Verde High School	High	SJ DO - 3738 Walnut Ave.	Existing	7501 Carriage Drive	Citrus Heights
San Juan	1	107	San Juan High	High	SJ DO - 3738 Walnut Ave.	Existing	7551 Greenback Lane	Citrus Heights
San Juan	1	108	Mrs Loma	High	SJ DO - 3738 Walnut Ave.	Existing	4000 Edison Avenue	Sacramento
San Juan	3	109	Barrett Intermediate	Middle	SJ DO - 3738 Walnut Ave.	Existing	4243 Barrett Road	Carmichael
San Juan	3	110	Camegie Intermediate	Middle	SJ DO - 3738 Walnut Ave.	Existing	5820 Illinois Avenue	Orangevale
San Juan	2	111	Paulay Intermediate	Middle	SJ DO - 3738 Walnut Ave.	Existing	8835 Elm Avenue	Orangevale
San Juan	1	112	Sylvan Intermediate	Middle	SJ DO - 3738 Walnut Ave.	Existing	7137 Auburn Boulevard	Citrus Heights
San Juan	1	113	Will Rogers Intermediate	Middle	SJ DO - 3738 Walnut Ave.	Existing	4924 Dewey Drive	Fair Oaks
San Juan	1	114	Jones Bail Intermediate	Special	SJ DO - 3738 Walnut Ave.	Existing	2930 Hurley Way	Sacramento
SCOE	1	126	El Centro Junior/Senior High (Juv Hall)	High	SCOE-10474 Mather Blvd.	Existing	6801 Kiefer Blvd.	Sacramento
SCOE	1	127	UCDavis POP	Special	SCOE-10474 Mather Blvd.	Existing	1107 9th Street	Sacramento

Note: Site #1: Archoe District Office - no fiber currently available. Connection to be determined by the parties.
Site #46: Galt Elementary District Office as identified in Section 4(b) of the Agreement.

- 16a -

Exhibit B

Timeline for Annual Construction Implementation

SECC/Commission Fiscal Year: July 1-June 30

Comcast Fiscal Year: Jan 1-Dec 31

- January 15** **COMCAST provides updated fiber availability/non availability and new intended build information on sites not connected to SECC**
- February 15** **SECC provides list to Comcast of schools to be connected for the following Comcast fiscal year (Jan-Dec)**
- May 1** **Comcast provides final cost estimates to SECC**
- May 15** **SECC members commit to final expenditures for July/June fiscal year
SECC submits final BESTNet Capital Budget to the Commission**
- June Commission Meeting:** **Finalize Commission matching funds
SECC provides to Comcast final list of sites**
- January:** **Comcast commences build**

**BESTNet – First Addendum to BESTNet Phase II
Construction and Maintenance Agreement
(Fully Executed – 8-31-2011)**

**First Addendum to BESTNet Network Phase II
Construction and Maintenance Agreement
To Provide for Connection to the Elementary Schools**

This First Addendum to BESTNet Network Phase II Construction and Maintenance Agreement ("Addendum") is entered into as of August 31, 2011, by and among the SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION hereinafter referred to as the "Commission," and COMCAST OF SACRAMENTO I LLC, COMCAST OF SACRAMENTO II LLC, and COMCAST OF SACRAMENTO III LLC collectively hereinafter referred to as "Comcast" and the SACRAMENTO EDUCATIONAL CABLE CONSORTIUM hereinafter referred to as "SECC."

Whereas, on October 30, 2006, the Commission, Comcast, and SECC entered into the BESTNet Network Phase II Construction and Maintenance Agreement ("Agreement"), which is incorporated herein by this reference;

Whereas, the Agreement provided for, among other things, the construction and implementation of Phase II of the institutional network called Broadband Education Services Technology Network ("BESTNet") to connect high school and middle school sites, district offices and other sites within the Franchise area; to develop a network design and operation plan for providing broadband connectivity to those sites; and to provide for the project's cost breakdown, the allocation of those costs, and the three year build out of Phase II;

Whereas, the Agreement contemplated the connection of elementary schools and other school sites to BESTNet; and

Whereas, the Commission, Comcast, and SECC now desire to connect elementary and other schools to BESTNet in accordance with both the Agreement and this Addendum.

Now, therefore, the Commission, Comcast, and SECC agree as follows:

1. Applicability of Agreement.

The BESTNet Network Phase II Construction and Maintenance Agreement, entered into by the Commission, Comcast, and SECC on October 30, 2006, shall remain in full force and effect. The terms of Section 8 of the Agreement shall apply to the construction of this Elementary School Phase of the BESTNet project except as modified by this Addendum. Upon completion of construction of each elementary school or other school site, the terms of the Agreement, excepting out sections 2, 3 and 4, shall apply to the Elementary school and other sites.

2. Definitions.

Terms not specifically defined in this Addendum shall have the same meanings as the terms defined in Section 1 of the Agreement.

3. Connection of Elementary School Sites to BESTNet Network.

- (a) This "Elementary School Phase" of the BESTNet project shall connect approximately two hundred (200) identified elementary and other school sites (the "Elementary School Sites") to the BESTNet Network. The Elementary School Sites are identified on Exhibit A, attached hereto. The Sites identified on Exhibit A may be amended to add or subtract sites as provided for in the Agreement or as the parties may agree.
- (b) SECC shall provide to Comcast a list of the Elementary School Sites arranged in the order in which those sites shall be connected to the BESTNet Network.
- (c) The Elementary School Sites shall be connected with dark fiber per the requirements of the Agreement, in the most cost efficient manner possible, to the nearest middle school, high school, or district office within the same school district already connected to the BESTNet Network.
- (d) The connection of the Elementary School Sites to the BESTNet Network shall be accomplished under the same terms and in the same manner as the connection of the Phase II sites, as described more fully in the Agreement.

4. SECC Project Manager for Elementary School Phase.

- (a) SECC shall appoint a Project Manager who shall oversee the Elementary School Phase of the BESTNet project and shall provide the services and tasks set forth on Exhibit B, attached hereto and incorporated herein.
- (b) The Project Manager shall serve as the point of contact for Comcast, Comcast contractors, district and school personnel, and SECC.
- (c) The Project Manager shall work to assure that the Elementary School Sites are connected to the BESTNet Network in the most cost effective manner.
- (d) The Project Manager shall provide assistance to smaller school districts which lack the staffing to ensure the availability of appropriate equipment and to ensure that the connections are accomplished.
- (e) The compensation of the Project Manager shall be a cost that is shared between SECC and Commission as part of the Elementary School Phase of the BESTNet project.

5. Timelines.

- (a) The Elementary School Phase of the BESTNet project shall be completed within five (5) years, beginning on July 1, 2011, and culminating on July 1, 2016, unless the parties mutually agree to extend the completion date.
- (b) By April 1, 2011, SECC must submit to Comcast the list of Elementary School Sites to be connected to the BESTNet Network. SECC may submit to Comcast an updated list each year during the five-year period of the Elementary School Phase of the project.


- (c) By August 1, of each year of the five-year Elementary School Phase of the BESTNet project, SECC and Comcast shall meet to determine the build out for the following year.
- (d) By December 1, of each year Comcast shall submit to SECC the “not to exceed” cost consistent with Section 4(c) of the Agreement of the Elementary School Phase of the BESTNet project.
- (e) Construction shall take place between January 1, 2012 and June 30, 2016.

6. Elementary School Phase Funding.


- (a) The parties shall each participate in the funding for the Elementary School Phase of the BESTNet project. It is estimated that SECC (including school districts) and the Commission shall contribute approximately three million dollars (\$3,000,000) each over the five-year period of the Elementary School Phase. The Commission’s funds shall be matching funds on a dollar for dollar match with the SECC (including school district) funds. It is anticipated that the Commission shall allocate an amount not to exceed \$600,000 dollars in any single year and that the SECC shall contribute a similar amount. Commission funds may be carried over from one year to following years depending on the construction schedule. Comcast shall participate in the Elementary School Phase as set forth in section 8 of the Agreement, except as modified by this Addendum. Comcast’s construction shall be at cost, determined as provided for in the Agreement. Comcast may, at its discretion, contribute available dark fiber to the Elementary School Phase.
- (b) The Elementary School Sites shall not pay the one time connection fee of \$3,704.00 per site, as provided for in Sections 4 and 8 of the Agreement, as these fees have already been paid based on Comcast’s calculation for maintenance of the fiber network over the life of the Franchise.
- (c) The terms and conditions for the funding of the Elementary School Phase of the BESTNet project shall be the same as those funding terms and conditions set forth in Sections 8 and 4(c) and (d) of the Agreement.
- (d) In the event that any SECC participant has entered into a separate e-rate agreement for services from Comcast, such participant shall be required to fulfill the terms of that agreement, but shall not be required to extend any current term or renew any existing separate e-rate agreement, before it may participate under this Addendum.

In witness whereof, the parties hereto have duly executed this Addendum as of the month, day, and year first written above.


COMCAST OF SACRAMENTO I:

By: 
CURT HENNINGER REGIONAL SENIOR VICE PRESIDENT

COMCAST OF SACRAMENTO II:

By: 
CURT HENNINGER REGIONAL SENIOR VICE PRESIDENT

COMCAST OF SACRAMENTO III:

By: 
CURT HENNINGER REGIONAL SENIOR VICE PRESIDENT

SACRAMENTO EDUCATIONAL CABLE CONSORTIUM:

By: _____
_____ Chair of the Board

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION:

By: _____
_____ Chair of the Board

SIGNED IN COUNTERPART

In witness whereof, the parties hereto have duly executed this Addendum as of the month, day, and year first written above.

COMCAST OF SACRAMENTO I:

By: _____

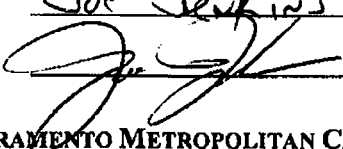
COMCAST OF SACRAMENTO II:

By: _____

COMCAST OF SACRAMENTO III:

By: _____

SACRAMENTO EDUCATIONAL CABLE CONSORTIUM:

By: Joe Jenkins _____
 _____ Chair of the Board

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION:

By: _____
_____ Chair of the Board

SIGNED IN COUNTERPART

In witness whereof, the parties hereto have duly executed this Addendum as of the month, day, and year first written above.

COMCAST OF SACRAMENTO I:

By: _____

COMCAST OF SACRAMENTO II:

By: _____

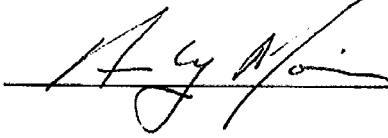
COMCAST OF SACRAMENTO III:

By: _____

SACRAMENTO EDUCATIONAL CABLE CONSORTIUM:

By: _____
_____ Chair of the Board

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION:

By:  _____
_____ Chair of the Board

SIGNED IN COUNTERPART

BESTNET PHASE 3 SITES

District	School	Street Address	City	Zip
Center	Dudley (Arthur S.) Elementary	8000 Aztec Way	Antelope	95843
Center	North Country Elementary	3901 Little Rock Dr.	Antelope	95843
Center	Oak Hill Elementary	3909 North Loop Blvd	Antelope	95843
Center	Spinelli (Cyril) Elementary	3401 Scotland Drive	Antelope	95843
Elk Grove	Anna Kirchgater Elementary	8141 Stevenson Avenue	Sacramento	95828
Elk Grove	Ariene Hein Elementary	6820 Bellaterra Drive	Elk Grove	95758
Elk Grove	Arnold Adreani Elementary	9927 Wildhawk West Drive	Sacramento	95829
Elk Grove	Arthur C. Butler Elementary	9180 Brown Road	Elk Grove	95624
Elk Grove	Barbara Comstock Morse Elementary	7000 Cranleigh Ave	Sacramento	95823
Elk Grove	Carroll Elementary	10325 Stathos Drive	Elk Grove	95757
Elk Grove	Charles Mack Elementary	4701 Brookfield Drive	Sacramento,	95823
Elk Grove	Cosumnes River Elementary	13580 Jackson Road	Sloughhouse,	95683
Elk Grove	David Reese Elementary	7600 Lindale Drive	Sacramento,	95828
Elk Grove	Dillard Elementary	8721 Dillard Road	Wilton,	95693
Elk Grove	Edna Batey Elementary	9421 Stonebrook Drive	Elk Grove	95624
Elk Grove	Eiltha Donner Elementary	9461 Soaring Oaks Drive	Elk Grove,	95758
Elk Grove	Elk Grove Charter School	10065 Atkins Drive	Elk Grove	95757
Elk Grove	Elk Grove Elementary	9373 Crowell Dr	Elk Grove,	95624
Elk Grove	Elliot Ranch Elementary	10000 East Taron Drive	Elk Grove	95758
Elk Grove	Feickert Elementary	9351 Feickert Drive	Elk Grove,	95624
Elk Grove	Florin Elementary School	7300 Kara Drive	Sacramento,	95828
Elk Grove	Fouke Ranch Elementary	6211 Laguna Park Drive	Elk Grove	95624
Elk Grove	Franklin Elementary School	4011 Hood-Franklin Road	Elk Grove	95624
Elk Grove	Helen Carr Castello	9850 Fire Poppy Drive	Elk Grove	95757
Elk Grove	Herman Leimbach Elementary	8101 Grandstaff Drive	Sacramento,	95823
Elk Grove	Irene B. West Elementary	8825 Serio Way	Elk Grove	95758
Elk Grove	Isabelle Jackson Elementary School	8351 Cutler Way	Sacramento,	95828
Elk Grove	James McKee Elementary	8701 Halverson Drive	Elk Grove,	95624
Elk Grove	Jessie Baker Elementary	8850 Southside Avenue	Elk Grove,	95624
Elk Grove	John Ehrhardt Elementary	8900 Old Creek Dr	Elk Grove	95758
Elk Grove	John Reith Elementary	8401 Valley Lark Drive	Sacramento,	95823
Elk Grove	Joseph Sims Elementary	3033 Buckminster Drive	Elk Grove	95758
Elk Grove	Maeola Beltzel Elementary	8140 Caymus Drive	Sacramento	95829
Elk Grove	Marion Mix Elementary	4730 Laguna Park Drive	Elk Grove	95758
Elk Grove	Markofer Elementary	9759 Tralee Way	Elk Grove,	95624
Elk Grove	Mary Tsukamoto Elementary School	8737 Brittany Park Drive	Sacramento	95828
Elk Grove	Pleasant Grove Elementary	10160 Pleasant Grove School R	Elk Grove	95624
Elk Grove	Prairie Elementary	5251 Valley HI Drive	Sacramento,	95823
Elk Grove	Raymond Case Elementary	8565 Shaasta Lily Drive	Elk Grove	95624
Elk Grove	Robert J. Fite Elementary	9561 Fite School Drive	Sacramento	95829
Elk Grove	Roy Herburger Elementary	8670 Maranello Drive	Elk Grove	95624
Elk Grove	Samuel Kennedy Elementary School	7037 Briggs Drive	Sacramento	95828
Elk Grove	Sierra Enterprise Elementary	9115 Fruitridge Road	Sacramento,	95826
Elk Grove	Stone Lake Elementary	9673 Lakepointe Drive	Elk Grove	95758
Elk Grove	Sunrise Elementary	11821 Cobble Brook Drive	Rancho Cordova	95742
Elk Grove	Union House Elementary	7850 Deer Creek Drive	Sacramento	95823
Elverta	Elverta Elementary and DO	7900 Eloise Avenue	Elverta	95626
Folsom-Cordova	Natoma Station	500 Turnpike Dr.	Folsom	95630
Folsom-Cordova	Carl Sundahl Elementary School	9932 Inwood Road	Folsom	95630
Folsom-Cordova	Cordova Lane Elementary	2460 Cordova Lane	Rancho Cordova	95670
Folsom-Cordova	Cordova Villa Elementary School	10359 S. White Rock Road	Rancho Cordova	95670
Folsom-Cordova	Folsom Hills Elementary	106 Manseau Drive	Folsom	95630
Folsom-Cordova	Peter Shields Elementary	10434 Georgetown Road	Rancho Cordova	95670
Folsom-Cordova	Rancho Cordova Elementary	2562 Chasella Way	Rancho Cordova	95670
Folsom-Cordova	Gold Ridge Elementary School	735 Halldon Way	Folsom	95630
Folsom-Cordova	Mather Heights Elementary	4370 Mather School Road	Mather	95655
Folsom-Cordova	Oak Chan Elementary	101 Prewett Drive	Folsom	95630
Folsom-Cordova	Empire Oaks Elementary	1830 Bonhill Drive	Folsom	95630
Folsom-Cordova	Sandra J. Gallardo Elementary	775 Russi Road	Folsom	95630

BESTNET PHASE 3 SITES

District	School	Street Address	City	Zip
Folsom-Cordova	White Rock Elementary	10487 White Rock Road	Rancho Cordova	95670
Folsom-Cordova	Theodore Judah Elementary	101 Dean Way	Folsom	95630
Folsom-Cordova	Cordova Gardens Elementary	2400 Dawes Street	Rancho Cordova	95670
Folsom-Cordova	Cordova Meadows Elementary	2550 La Loma Drive	Rancho Cordova	95670-3449
Folsom-Cordova	Williamson Elementary	2275 Benita Way	Rancho Cordova	95670
Folsom-Cordova	Riverview Elementary	10700 Ambassador Drive	Rancho Cordova	95670
Folsom-Cordova	Blanche Sprentz Elementary	249 Flower Drive	Folsom	95630
Folsom-Cordova	Russell Ranch	375 Dry Creek Road	Folsom	95630
Folsom-Cordova	Navigator Elementary	10679 Bear Hollow Drive	Rancho Cordova	95670
Folsom-Cordova	Walnutwood Alternative Ed School	10850 Gadsten Way	Rancho Cordova	95670
Galt Joint Union E	River Oaks Elementary	905 Vintage Oak Ave	Galt	95632
Galt Joint Union E	Fairsite Elementary	902 Caroline Street	Galt	95632
Galt Joint Union E	Valley Oaks Elementary	21 C Street	Galt	95632
Galt Joint Union E	Marengo Ranch Elementary	1000 Elk Hills Drive	Galt	95632
Galt Joint Union E	Lake Canyone Elementary	800 Lake Canyon Ave	Galt	95632
Natomas	American Lakes Elementary	2800 Stone Creek Dr	Sacramento	95633
Natomas	Bannon Creek Elementary	2775 Millcreek Dr	Sacramento	95633
Natomas	Jefferson Elementary	2001 Pebblewood Dr	Sacramento	95633
Natomas	Two Rivers Elementary	3201 W. River Dr.	Sacramento	95634
Natomas	Witter Ranch Elementary	3790 Poppy Hill Way	Sacramento	95633
Natomas	Leroy Green Middle School	2950 West River Dr	Sacramento	95633
Natomas	Natomas High School	3301 Fong Ranch Rd	Sacramento	95634
Natomas	Discovery High School	3401 Fong Ranch Rd	Sacramento	95634
Robla	Bell Avenue Elementary	1900 Bell Avenue	Sacramento	95638
Robla	Glenwood Elementary	201 Jessle Avenue	Sacramento	95638
Robla	Main Avenue Elementary	1400 Main Avenue	Sacramento	95638
Robla	Robla Elementary	5200 Marysville Blvd.	Sacramento	95638
Robla	Taylor Street Elementary	4350 Taylor Street	Sacramento	95638
Robla	Robla DO	6248 Rose Street	Sacramento	65834
Sacramento City	Alice Birney Waldorf Inspired	6251 13th Street	Sacramento	95631
Sacramento City	Collis P. Huntington Elementary	5921 26th Street	Sacramento	95622
Sacramento City	Elder Creek Elementary	7934 Lemon Hill Avenue	Sacramento	95824
Sacramento City	Ethel L. Baker Elementary	5717 Laurine Way	Sacramento	95824
Sacramento City	Freeport Elementary	2118 Meadowview Road	Sacramento	95837
Sacramento City	John Bidwell Elementary	1730 65th Street	Sacramento	95822
Sacramento City	Mark Hopkins Elementary	2221 Matson Drive	Sacramento	95822
Sacramento City	Matsuyama Elementary	7680 Windbridge Drive	Sacramento	95831
Sacramento City	Pony Express Elementary	1250 56th Avenue	Sacramento	95831
Sacramento City	Sequola Elementary	3333 Rosemont Drive	Sacramento	95826
Sacramento City	Susan B. Anthony	7864 Detroit Blvd.	Sacramento	95832
Sacramento City	Woodbine Elementary	2500 52nd Street	Sacramento	95822
Sacramento City	A. M. Winn Elementary	3351 Explorer Drive	Sacramento	95827
Sacramento City	Abraham Lincoln Elementary	3324 Glenmoor Drive	Sacramento	95827
Sacramento City	Bowling Green Elementary Charter	4211 Turnbridge Drive	Sacramento	95823
Sacramento City	Camellia Basic Elementary	6600 Cougar Dr.	Sacramento	95828
Sacramento City	Caroline Wenzel Elementary	6870 Greenhaven Dr.	Sacramento	95831
Sacramento City	Clayton B Wire Elementary	5100 El Paraiso Avenue	Sacramento	95824
Sacramento City	Edward Kemble Elementary	7495 29th Street	Sacramento	95822
Sacramento City	Genevieve F. Didion Elementary	6490 Harmon Drive	Sacramento	95831
Sacramento City	Golden Empire Elementary	9045 Canberra Drive	Sacramento	95826
Sacramento City	H. W. Harkness Elementary	2147 54th Avenue	Sacramento	95822
Sacramento City	Hurbert H. Bancroft Elementary	2929 Belmar Street	Sacramento	95826
Sacramento City	Isadore Cohen Elementary	9025 Salmon Falls Drive	Sacramento	95826
Sacramento City	James W. Marshall Elementary	9525 Goethe Road	Sacramento	95827
Sacramento City	John D. Sloat Basic	7525 Candlewood Way	Sacramento	95822
Sacramento City	Maple Elementary	3301 37th Avenue	Sacramento	95824
Sacramento City	Martin Luther King Elem	480 Little River Way	Sacramento	95831
Sacramento City	Nicholas Elementary	6601 Steiner Drive	Sacramento	95823
Sacramento City	O. W. Erlewine Elementary	2441 Stansberry Way	Sacramento	95826
Sacramento City	Pacific Elementary	6201 41st Street	Sacramento	95824
Sacramento City	Parkway Elementary	4720 Forest Parkway	Sacramento	95823

BESTNET PHASE 3 SITES

District	School	Street Address	City	Zip
Sacramento City	Peter Burnett Elementary	6032 36th Avenue	Sacramento,	95824
Sacramento City	Sutterville Elementary	4967 Monterey Way	Sacramento,	95822
Sacramento City	John Morse Elementary	1901 60th Avenue	Sacramento,	95822
Sacramento City	Bret Harte Elementary	2751 9th Avenue	Sacramento,	95818
Sacramento City	Crocker Elementary	2970 Riverside Blvd	Sacramento,	95818
Sacramento City	David Lubin Elementary	3535 M Street	Sacramento,	95816
Sacramento City	Earl Warren Elementary	5420 Lowell Street	Sacramento,	95820
Sacramento City	Ethel Phillips Elementary	2930 21st Avenue	Sacramento,	95820
Sacramento City	Fruit Ridge Elementary	4625 44th Street	Sacramento,	95820
Sacramento City	Hollywood Park/ L. da Vinci	4701 Jouaquin Way	Sacramento,	95822
Sacramento City	Jed Smith Elementary	401 McClatchy Way	Sacramento,	95818
Sacramento City	Joseph Bonnhelm Elementary	7300 Marin Avenue	Sacramento,	95820
Sacramento City	Oakridge Elementary	4501 MLK Blvd.	Sacramento,	95820
Sacramento City	Fr. K.B. Kenny Elementary	3525 MLK Blvd.	Sacramento,	95817
Sacramento City	Phoebe Hearst Elementary	1410 60th Street	Sacramento,	95819
Sacramento City	Tahoe Elementary	3110 60th Street	Sacramento,	95820
Sacramento City	Theodore Judah Elementary	3919 McKinnley Blvd.	Sacramento,	95819
Sacramento City	Washington Elementary	520 18th Street	Sacramento,	95814
Sacramento City	William Land Elementary	2120 12th Street	Sacramento,	95818
Sacramento City	Caleb Greenwood Elementary	5457 Carlson Drive	Sacramento,	95819
Sacramento Count	Prairie West	5251 Valley Hi Drive	Sacramento	95823
Sacramento Count	North Area Community Schools	4000 Pinell Street	Sacramento	95838
Sacramento Count	Missile Way Complex	10170 Missile Way	Malher	95655
Sacramento Count	Dry Creek Elementary	1230 G Street	Rio Linda,	95673
San Juan	Arlington Heights Elementary	6401 Trenton Way	Citrus Heights	95621
San Juan	Cambridge Heights Elementary	5555 Fleetwood Drive	Citrus Heights	95621
San Juan	Carmichael Elementary	6141 Sutter Avenue	Carmichael,	95608
San Juan	Carriage Drive Elementary	7519 Carriage Drive	Citrus Heights	95621
San Juan	Citrus Heights Elementary	7085 Auburn blvd.	Citrus Heights	95621
San Juan	Coyle Avenue Elementary	6330 Coyle Avenue	Carmichael	95608
San Juan	Dewey Fundamental School	7025 Falcon Road	Fair Oaks	95628
San Juan	Earl LeGette Elementary	4823 Kenneth Ave.	Fair Oaks	95628
San Juan	Garfield Elementary	3700 Garfield Avenue	Carmichael	95608
San Juan	Grand Oaks Elementary	7901 Rosswood Drive	Citrus Heights	95621
San Juan	Green Oaks Fundamental	7145 Filbert Avenue	Orangevale,	95662
San Juan	Kingswood Elementary	5700 Primrose Drive	Citrus Heights	95610
San Juan	Mariposa Avenue Elementary	7940 Mariposa Avenue	Citrus Heights,	95610
San Juan	Oakview Community Elementary	7229 Beech Avenue	Orangevale,	95662
San Juan	Pershing Elementary	9010 Pershing Avenue	Orangevale	95662
San Juan	Thomas Kelly Elementary	6301 Moraga Drive	Carmichael	95608
San Juan	Northridge Elementary	5150 Cocoa Palm Way	Fair Oaks	95628
San Juan	Orangevale Elementary	6550 Filbert Avenue	Orangevale,	95662
San Juan	Ottomon Elementary	9460 Ottomon Way	Orangevale	95662
San Juan	Peck Elementary	6230 Rutland Drive	Carmichael,	95608
San Juan	Schweltzer Elementary	4350 Glenridge Drive	Carmichael,	95608
San Juan	Skycrest Elementary	5641 Mariposa Avenue	Citrus Heights,	95610
San Juan	Trajan Elementary	6601 Trajan Drive	Orangevale,	95662
San Juan	Twin Lakes Elementary	9380 Twin Lakes Avenue	Orangevale,	95662
San Juan	Woodside Elementary	8248 Villa Oak Drive	Citrus Heights,	95610
Twin Rivers	Fairbanks Elementary	227 Fairbanks Avenue	Sacramento,	95838
Twin Rivers	Garden Valley Elementary	3601 Larchwood Drive	Sacramento,	95834
Twin Rivers	Morey Avenue School	155 Morey Avenue	Sacramento,	95838
Twin Rivers	North Avenue Elementary	1281 North Avenue	Sacramento	95838
Twin Rivers	Del Paso Heights Elementary	590 Morey Avenue	Sacramento,	95838
Twin Rivers	Castori Elementary	1801 South Avenue	Sacramento	95838
Twin Rivers	D.W. Babcock School	2400 Cormorant Way	Sacramento,	95815
Twin Rivers	Hagginwood Elementary	1418 Palo Verde Street	Sacramento,	95815
Twin Rivers	Woodlake Elementary	700 Southgate Road	Sacramento,	95815
Twin Rivers	Althea B. Smythe Elementary	2781 Northgate Boulevard	Sacramento,	95833
Twin Rivers	Johnson Elementary	577 Las Palmas Avenue	Sacramento	95815
Twin Rivers	Norralto Elementary School	477 Las Palmas Avenue	Sacramento,	95815

BESTNET PHASE 3 SITES

District	School	Street Address	City	Zip
Twin Rivers	Northwood Elementary	2630 Taft Street	Sacramento,	95815
Twin Rivers	Strauch Elementary	3141 Northstead Drive	Sacramento,	95833
Twin Rivers	Frederick C. Joyce Elementary	6050 Watt Avenue	North Highlands,	95660
Twin Rivers	Ridgepoint Elementary	4880 Monument Drive	Sacramento	95842
Twin Rivers	Woodridge Elementary	5761 Brett Drive	Sacramento	95842
Twin Rivers	Aero Haven Elementary	5450 Georgia Drive	North Highlands,	95660
Twin Rivers	Foothill Oaks Elementary	5520 Lancelot Dr	Sacramento	95842
Twin Rivers	Creative Connections Arts Academy	7201 Arulas Drive	North Highlands	95660
Twin Rivers	Kohler Elementary	4004 Bruce Way	North Highlands,	95660
Twin Rivers	Larchmont Elementary	6560 Melrose Drive	North Highlands,	95660
Twin Rivers	Madison Elementary	5241 Harrison Street	North Highlands,	95660
Twin Rivers	Oakdale Elementary	3708 Myrtle Avenue	North Highlands,	95660
Twin Rivers	Orchard Elementary	1040 Q Street	Rio Linda,	95673
Twin Rivers	Pioneer Elementary	5816 Pioneer Way	Sacramento,	95841
Twin Rivers	Rio Linda Elementary	631 L Street	Rio Linda,	95673
Twin Rivers	Sierra View Elementary	3638 Balnbridge Drive	North Highlands,	95660
Twin Rivers	Village Elementary	6845 Larchmont Drive	North Highlands,	95660
Twin Rivers	Vineyard Community Day School	6450 20th Street	Rio Linda,	95673
Twin Rivers	Warren A. Allison Elementary	4315 Don Julio Boulevard	North Highlands,	95660
Twin Rivers	Regency Park Elementary	5901 Bridgecross	Sacramento	95635
Twin Rivers	Gateway Community Charter	2625 A Plover Street	Sacramento	95815
Twin Rivers	Hillsdale Elementary	6469 Guthrie Way	North Highlands	95660
Twin Rivers	Frontier Elementary	8691 Silverthorne Cir	Sacramento	95842
Twin Rivers	Westside Elementary	6537 West 2nd St	Rio Linda	95673



JAN 18 2011

December 16, 2010

Steve Bradley
Sonlight Communications, CA Lic 718920
9183 Survey Rd. Suite 105
Elk Grove, CA 95624

Dear Steve:

This letter confirms SECC's agreement with Sonlight Communications regarding Steve Bradley's consulting position as BESTNet Elementary Schools Project Manager. As BESTNet Project Manager, you will interact and report to Elizabeth Rhodes, SECC Executive Director.

Scope of work:

- Be responsible for BESTNet Elementary School project management and coordination.
- Will coordinate and assist with the physical inspection and walk out of sites with contractors and district design team to insure most cost effective approach is utilized in the BESTNet connection. Represent the interests of the Districts by fully analyzing Comcast contractor's costs and design and offering alternatives when cost savings may be achieved.
- Single source point of contact for Comcast, SCOE, SECC, Districts, Schools
- Assist with training and education of local and district personnel relative to design and utilization of available fiber WDM technologies and scalability for data, bandwidth, video, and other potential uses.
- In cooperation with district staff, design creative and cost effective solutions and alternatives using WDM fiber technology and other technologies.
- Assist SECC with annual budgetary goals
- Assist SECC with reports to the Sacramento Metropolitan Cable Television Commission.

SECC member districts will grant access to school sites, design diagrams/maps, and as-built diagrams. SECC member districts and schools will provide appropriate personnel to meet on-site with contractors to assist with determining available conduits, shared conduit strategies, vault and building access to determine the most cost effective alternatives and proposed cable routes. SECC will provide Sonlight with a comprehensive list of all schools to be connected on an annual basis. The list will include school and district contact information.

Sonlight Communications is fully licensed C7 California Contractor (Contractor Lic # 718920), carries full liability and workman's comp insurance, and is registered with the DOJ to perform work at school sites.

•Term: This is an annual contract, tied to the SECC Fiscal Year, July1-June 30th, and is renewable July 1 of each year by mutual written agreement.

SACRAMENTO EDUCATIONAL CABLE CONSORTIUM
3780 Rosin Court - Suite 150 Sacramento, CA 95834
(916) 920-1006 - www.seccctv.org - www.bestnetsacramento.org

Exhibit B, page 1 of 2

•Compensation: \$2500 per school site. Payment will be made in two installments. \$1000 per site is payable upon receipt of an invoice from Sonlight and upon completion of walk outs, site design and BESTNet connection final quote. Final \$1500 is payable upon receipt of an invoice from Sonlight, completion of BESTNet connection and within 14 days of receipt of funds from school districts and the Sacramento Metropolitan Cable Television Commission.

It is understood that this is a contract position and no taxes will be withheld.

Contact information:

Steve Bradley, Sonlight Communications
Address: 9183 Survey Rd. Elk Grove, CA 95624
Phone: 916-705-4441
Email: steve.bradley1@yahoo.com
Federal ID: 68-0453100

Please indicate acceptance of this agreement by signing. We look forward to a mutually beneficial relationship.

Agreed to the above on 1-11-11, 2010.


Steve Bradley, Sonlight Communications


Elizabeth Rhodes

Elizabeth Rhodes
SECC, Executive Director



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

AGENDA ITEM NO. 4

DATE: September 11, 2017
TO: Chair and Board of Directors
FROM: Robert A. Davison, Executive Director
SUBJECT: **CONFLICT OF INTEREST CODE – REVISED LIST OF DESIGNATED POSITIONS
(APPENDIX A)**

RECOMMENDATION:

It is recommended the Board approve the revised list of Designated Positions (Appendix A) related to the Cable Commission's Conflict of Interest Code.

BACKGROUND/DISCUSSION:

Public agencies in California are required to adopt a Conflict of Interest Code to help identify potential conflicts of interests and to require public officials and employees in designated positions to report their financial interest on a Statement of Economic Interests (Form 700).

The California Fair Political Practices Commission's (FPPC) regulations mandates a biennial review of each agency's Conflict of Interest Code to ensure that disclosure categories and job titles of filers remain up-to-date.

Pursuant to Government Code section 82011, the Board of Supervisors of the County of Sacramento is the Code reviewing body for the Cable Commission.

Staff met with the County's Clerk office back in 2016 to determine if the Cable Commission's Conflict of Interest Code and the list of designated positions and disclosure categories needed to be updated. As a result of that meeting, the Commission Conflict of Interest Code was revised, which included changes recommended to the Code, along with the revised list of Designated Positions and Disclosure Categories. The revisions were forwarded to and approved by the Commission Board at their September 1, 2016 meeting.

Since that time, the following changes have been made to the list of Designated Positions:

- The designated position of the Board member representing the cities of Folsom, Galt and Rancho Cordova has been changed to the City of Galt as Councilmember Heuer from Galt replaced Councilmember Andy Morin from the City of Folsom;
- A third Board Alternate for the City of Sacramento has been added;

Agenda Item No. 4

Conflict of Interest Code – Revised List of Designated Positions (Appendix A)

Page 2

- A newly appointed Board Alternate (Ex-Officio) for the City of Rancho Cordova has been added.

It is recommended the Board approve the updated list of Designated Positions (Appendix A) and delegate authority to the Executive Director to make changes to the list, as needed in the future.

The Commission's updated list of Designated Positions will be forwarded to the County for their approval.

Respectfully submitted,



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

Attachment:

Appendix A - Conflict of Interest Code - Designated Positions (Updated September 2017)



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APPENDIX A

CONFLICT OF INTEREST CODE DESIGNATED POSITIONS (Revised September 2017)

	Designated Position	Assigned Disclosure Categories
1	Board Member, County of Sacramento - District 1	1, 2, 3, 4, 5
2	Board Member, County of Sacramento - District 2	1, 2, 3, 4, 5
3	Board Member, County of Sacramento - District 3	1, 2, 3, 4, 5
4	Board Member, County of Sacramento - District 4	1, 2, 3, 4, 5
5	Board Member, County of Sacramento - District 5	1, 2, 3, 4, 5
6	Board Member, City of Sacramento	1, 2, 3, 4, 5
7	Board Member, City of Sacramento	1, 2, 3, 4, 5
8	Board Member, City of Sacramento	1, 2, 3, 4, 5
9	Board Member, City of Citrus Heights	1, 2, 3, 4, 5
10	Board Member, City of Elk Grove	1, 2, 3, 4, 5
11	Board Member, City of Folsom Galt (representing cities of Folsom, Galt and Rancho Cordova)	1, 2, 3, 4, 5
12	Board Alternate, County of Sacramento - District 1	1, 2, 3, 4, 5
13	Board Alternate, County of Sacramento - District 2	1, 2, 3, 4, 5
14	Board Alternate, County of Sacramento - District 3	1, 2, 3, 4, 5
15	Board Alternate, County of Sacramento, District 4	1, 2, 3, 4, 5
16	Board Alternate, City of Sacramento	1, 2, 3, 4, 5
17	Board Alternate, City of Sacramento	1, 2, 3, 4, 5
18	Board Alternate, City of Sacramento (Addition)	1, 2, 3, 4, 5
19	Board Alternate, City of Citrus Heights	1, 2, 3, 4, 5
20	Board Alternate, City of Elk Grove	1, 2, 3, 4, 5
21	Board Member (Ex Officio), City of Rancho Cordova	1, 2, 3, 4, 5
22	Board Alternate, City of Rancho Cordova (New)	1, 2, 3, 4, 5
23	Executive Director	1, 2, 3, 4, 5
24	Administrative Services Officer III	1, 2, 3, 4, 5
25	Production Director	1, 2, 3, 4, 5
26	Legal Counsel	1, 2, 3, 4, 5
27	Legal Counsel	1, 2, 3, 4, 5
28	Consultant*	1, 2, 3, 4, 5

Appendix A

Conflict of Interest Code - Designated Positions (Revised September 2017)

Page 2

*Consultant shall be included in the list of designated positions and shall disclose pursuant to the disclosure categories set forth in Appendix B, subject to the following limitation:

The Executive Director or Commission Legal Counsel may determine in writing that a particular consultant, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this Code. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The Executive Director’s or Commission Legal Counsel’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.



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AGENDA ITEM NO. 5

DATE: September 11, 2017
TO: Chair and Board of Directors
FROM: Robert A. Davison, Executive Director
SUBJECT: CALENDAR YEAR 2016 SURPLUS PROPERTY LIST

RECOMMENDATION:

It is recommended the Board receive and file the Surplus Property List for Calendar Year 2016.

DISCUSSION:

As recommended by the Commission Auditor, staff implemented the practice of conducting a physical inventory of fixed assets annually in order to maintain an accurate list of inventory and control of Commission-owned equipment and furnishings over the years.

The items on the attached list were declared to be surplus property as of and for the calendar year ended December 31, 2016 and was disposed of based on the Commission's Fixed Assets Disposal Policy. This refers to assets with the following characteristics:

- 1) It does not function in whole or in part.
- 2) It is beyond repair.
- 3) It is technologically obsolete.
- 4) It is no longer needed by the Commission.
- 5) It has fully depreciated and has no residual value.

It is recommended the Board receive and file the Calendar Year 2016 Surplus Property list.

Respectfully submitted,

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

Attachment:
Calendar Year 2016 Surplus Property List



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Surplus Property List Calendar Year 2016

Inventory Tag #	Serial #	Brand/Make	Model #	Description of Property	Reason
1 170073	1750001693	Fujinon Lens	Eagle II Focus Mod	Fujinon Zoom Lens with Eagle II Focus module	No longer needed
2 190031	Bka95081923	ScanDo	ScanDo Pro	ScanDo Pro video signal converter	Obsolete
3 195668	10552	Sony	DXC-D35	Sony DXCD35h camera body	Obsolete
4 195672	10560	Sony	DXC-D35	Sony DSCD35h camera body	Obsolete
5 195697	63060p1620701	AMX	AXB-PT30	AMX Pan/Tilt System	No longer needed
6 195698	63060p1620692	AMX	AXB-PT30	AMX Pan/Tilt System	No longer needed
7 195699	63060p1620684	AMX	AXB-PT30	AMX Pan/Tilt System	No longer needed
8 195700	63060p1620688	AMX	AXB-PT30	AMX Pan/Tilt System	No longer needed
9 204968	563080p1570330	AMX	AXPPLV	AMX Robotics Pilot Control Replacement	No longer needed
10 213694	HL-10115	Burst Elect	HDLG	Burst Electronics Logo Inserter	Not working/ beyond repair
11 213696	738	Synergy	Master Control	Synergy Server – Master Control computer	Obsolete
12 213697	736	Synergy	DS-1000 Server	Synergy DS-1000 Server computer	Obsolete
13 213705	744	Synergy	Synergy	Synergy Gateway Client computer	Obsolete
14 213706	745	Synergy	Synergy	Synergy Gateway Client computer	Obsolete
15 213708	11F027	Sierra Video	Lassen SDI	Sierra Video – Sierra Lassen SDI 32x32 router	No longer needed
16 212159	100616003	Omni Pro	NSK3480 PC	Karen's Old Computer	Obsolete
17 212129	90527001	Omni Pro	SP-235 PC	Clerk's Old Computer	Obsolete



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

AGENDA ITEM NO. 6

DATE: September 11, 2017
TO: Chair and Board of Directors
FROM: Robert A. Davison, Executive Director
SUBJECT: CALENDAR YEAR 2018 QUARTERLY BOARD MEETING SCHEDULE

RECOMMENDATION:

It is recommended the Board receive and file the Quarterly Board Meeting Schedule for Calendar Year 2018.

DISCUSSION:

The Sacramento Metropolitan Cable Television Commission Board meets quarterly at 2:30 p.m. in the County of Sacramento's Board Chambers located at 700 H Street, Suite 1450.

The attached Quarterly Board Meeting Schedule for Calendar Year 2018 is subject to change and additional meeting dates may be added if necessary. The Executive Director will coordinate with the Chair regarding cancellation of the meetings, as well as the addition of meetings as needed.

It is recommended the Board receive the file the Calendar Year 2018 Quarterly Board Meeting Schedule.

Respectfully submitted,

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

Attachment: Calendar Year 2018 Quarterly Board Meeting Schedule



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

CALENDAR YEAR 2018 QUARTERLY BOARD MEETING SCHEDULE

Below are the approved quarterly meeting dates for the Sacramento Metropolitan Cable Television Commission Board. All meetings are held at 2:30 p.m. at the Sacramento County Board of Supervisors' Chambers located at 700 H Street, Suite 1450, Sacramento, CA.

The Calendar Year 2018 Quarterly Board Meeting Schedule is subject to change and additional meetings may be added if needed.

Date	Meeting
March 1, 2018	Regular Meeting
June 7, 2018	Regular Meeting / Budget Hearing
September 6, 2018	Regular Meeting
December 6, 2018	Regular Meeting



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AGENDA ITEM NO. 7

DATE: September 11, 2017
TO: Chair and Board of Directors
FROM: Robert A. Davison, Executive Director
SUBJECT: GENERAL ADMINISTRATION REPORT

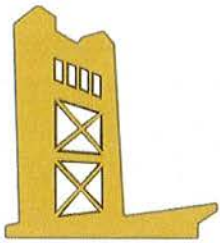
RECOMMENDATION:

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

- 1) SMCTC Staff Changes
- 2) Classification and Compensation Study - Update
- 3) Telecom Advocacy Coalition Lobbying Efforts - Update

Respectfully submitted,

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



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AGENDA ITEM NO. 8

DATE: September 11, 2017
TO: Chair and Board of Directors
FROM: Robert A. Davison, Executive Director
SUBJECT: CHANNEL LICENSEE REPORTS

RECOMMENDATION:

It is recommended the Board receive verbal reports from the representatives of the following Channel Licensees who are present:

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

Respectfully submitted,

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



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AGENDA ITEM NO. 9

DATE: September 11, 2017
TO: Chair and Board of Directors
FROM: Robert A. Davison, Executive Director
SUBJECT: STATE FRANCHISEE REPORTS

RECOMMENDATION:

It is recommended the Board receive verbal reports from representatives of the following state franchisees who are present:

- A) AT&T
- B) Comcast
- C) Consolidated Communications

Respectfully submitted,

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



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AGENDA ITEM NO. 10

DATE: September 11, 2017
TO: Chair and Board of Directors
FROM: Robert A. Davison, Executive Director
SUBJECT: PUBLIC COMMENTS

RECOMMENDATION:

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

Respectfully submitted,

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