



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

(Board Members may participate via teleconference.)

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

THURSDAY, JUNE 3, 2021 - 2:30 p.m.

REVISED

Board Members: Phil Serna, Patrick Kennedy, Rich Desmond, Sue Frost, Don Nottoli, Katie Valenzuela, Eric Guerra, Mai Vang, Tim Schaefer, Kevin Spease, YK Chalamcherla, Garrett Gatewood

Elected Alternates: Porsche Middleton, Stephanie Nguyen, Siri Pulipati

Appointed Alternates: Lisa Nava (Serna), Keaton Riley (Kennedy), Vanessa McCarthy-Olmstead (Desmond), Matt Hedges (Frost), Michelle Pariset (Valenzuela), Sarah Pollo (Guerra), Ryan Brown (Vang)

PUBLIC COMMENT PROCEDURES

In compliance with directives of the County, State, and Centers for Disease Control and Prevention (CDC), this meeting is live stream and closed to public attendance. Meeting procedures are subject to change pursuant to guidelines related to social distancing and minimizing person-to-person contact.

Live Meeting Comments

Make a verbal public comment during a meeting. The public comment phone line will open 15-minutes prior to the start of the meeting. Refer to the agenda and listen to the live meeting to determine when is the best time to call to be placed in queue to make a public comment. Callers may be on hold for up to an extended period of time and should plan accordingly. Dial (916) 875-2500 and follow the prompts to be placed in queue for a specific agenda item or off-agenda matter. When the Chair opens public comment for a specific agenda item or off-agenda matter, callers will be transferred from the queue into the meeting to make a verbal comment. Each agenda item queue will remain open until the public comment period is closed for that specific item.

Written Comments

Written comments can be emailed to sacmetro@saccounty.net by **5:00 p.m. Wednesday, June 2, 2021**. Include the meeting date and agenda item number, or off-agenda item. Contact information is optional. Mail a comment to 700 H Street, Suite 1450, Sacramento, CA. 95814. Include meeting date and agenda item or off-agenda item. Contact information is optional. Written comments are distributed to members, filed in the record, and will not be read aloud.

How to Submit Videos

Video submissions may be delivered to the Commission Clerk electronically to sacmetro@saccounty.net in the following formats – MP4, MOV, MPG, or WMV. DVD submissions must be delivered to the Commission at 799 G Street, 4th Floor, Sacramento, CA. 95814 by **5:00 p.m., Wednesday, June 2, 2021**. Video submissions shown during the meeting will be limited to the first ten submissions. Video submissions may not exceed 5 minutes in length.

How to View a Meeting

The meeting is recorded and cablecast live on Metro Cable 14 on the Comcast, Consolidated Communications, and AT&T U-Verse systems and livestreamed at metro14live.saccounty.net. It is also closed captioned for hearing impaired viewers. There will be a rebroadcast of this meeting on Saturday, June 5, 2021 at Noon and Sunday, June 8, 2021 at 9:00 a.m.

How to Access Meeting Material

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

How to Request an Accommodation

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

CALL TO ORDER

Roll Call

ITEM NO. 1) FISCAL YEAR 2021-22 GENERAL FUND AND PEG FEE FUND PROPOSED BUDGETS

Action:

Approve the Fiscal Year 2021-22 General Fund (094A) and PEG Fee Fund (094B) Proposed Budgets to include the following Resolutions, Exhibits, and Agreements included with the Proposed Budgets Staff Report:

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

- Resolution No. 2021-004, Adopting the Fiscal Year 2021-22 Proposed General Fund (094A) Budget (Attachment 1)
- Resolution No. 2021-005, Adopting the Fiscal Year 2021-22 Proposed PEG Fee Fund (094B) Budget (Attachment 2)
- Fiscal Years 2020-21 Budgeted/Year-end Estimates and 2021-22 Proposed General Fund Budget (Exhibit 1)
- Fiscal Years 2020-21 Budgeted/Year-end Estimates and 2021-22 Proposed PEG Fee Fund Budget (Exhibit 2)

ITEM NO. 1) FISCAL YEAR 2021-22 GENERAL FUND AND PEG FEE FUND PROPOSED BUDGETS (Cont'd)

- Resolution No. 2021-006, Approving an Amendment to the Commission's Legal Counsel Services Retainer Agreement (Attachment 3)
- Fiscal Year 2021-22 Amendment to Legal Counsel Retainer Agreement (Attachment 4)
- Resolution No. 2021-007, Approving and Authorizing Execution of the PEG Fee Funding Agreement for Member Agencies – (Attachment 5)
- Fiscal Year 2021-22 Pro Forma PEG Fee Funding Agreement for Member Agencies (Attachment 6)
- Resolution No. 2021-008, Approving and Authorizing Execution of the Annual Funding and Performance Agreement for Channel Licensees (Attachment 7)
- FY 2021-22 Pro Forma Annual Funding and Performance Agreement for Channel Licensee (Attachment 8)
- Fiscal Year 2021-22 Annual Performance Agreement for Interfaith Council of Greater Sacramento, DBA Sac Faith TV (Attachment 9)
- Resolution No. 2021-009, Approving an Amendment to the Closed Captioning Services Agreement (Attachment 10)
- Fiscal Year 2021-22 Amending to Closed Captioning Services Agreement (Attachment 11)
- Fiscal Year 2021-22 Amendment to Professional Services Agreement (Attachment 12)
- Fiscal Year 2021-22 Second Amendment to PEG Fee Funding Agreement for Regional Transit (Attachment 13)
- Amendment to Agreement for Cablecasting Services (Attachment 14)
- Fiscal Year 2021-22 Proposed Staffing (Attachment 15)
- Fiscal Year 2021-22 PEG Fee Funding Request – Member Agencies (Attachment 16-22)
- Fiscal Year 2021-22 PEG Fee Funding Request – Channel Licensees (Attachment 23-26)
- Fiscal Year 2021-22 PEG Fee Funding Request – Metro Cable (Attachment 27)
- Resolution No. 2021-013, Approving an Amendment to Professional Services Agreement for Atrium 916 (Attachment 28)
- Resolution No. 2021-014, Approving the Second Amendment to PEG Fee Funding Agreement for Regional Transit (Attachment 29)
- Resolution No. 2021-015, Approving an Amendment to Agreement for Cablecasting Services (Attachment 30)

ITEM NO. 2) RESOLUTION NO. 2021-010, APPROVING THE ELEVENTH AMENDMENT TO THE LICENSE AND OPERATIONS AGREEMENTS PERTAINING TO USE OF COMMUNITY PROGRAMMING CHANNEL(S)

Action:

Adopt resolution No. 2021-010, Approving the Eleventh Amendment to the License and Operations Agreements Pertaining to Use of Community Programming Channel(s)

ITEM NO. 3) RESOLUTION NO. 2021-011, ADOPTING THE SMCTC PERSONNEL POLICIES AND PROCEDURES MANUAL (FORMERLY PERSONNEL RULES & PROCEDURES MANUAL); & RESOLUTION NO. 2021-012, APPROVING AMENDMENT NO. 1 TO THE CAFETERIA PLAN

Action:

1. Adopt resolution No. 2021-011, Approving the Sacramento Metropolitan Cable Television commission (SMCTC) Personnel Policies and Procedures Manual (formerly SMCTC Personnel Rules & Procedures Manual);

ITEM NO. 3) RESOLUTION NO. 2021-011, ADOPTING THE SMCTC PERSONNEL POLICIES AND PROCEDURES MANUAL (FORMERLY PERSONNEL RULES & PROCEDURES MANUAL); & RESOLUTION NO. 2021-012, APPROVING AMENDMENT NO. 1 TO THE CAFETERIA PLAN (Cont'd)

2. Adopt resolution No. 2021-012, Approving Amendment No. 1 to the Cafeteria Plan; and
3. Direct staff to take any actions necessary to implement all revised and updated policies and procedures effective July 1, 2021.

ITEM NO. 4) CHAIR AND VICE-CHAIR ELECTION FOR FISCAL YEAR 2021-22

Action:

Elect a Chair and Vice-Chair for the Commission Board for FY 2021-22.

ITEM NO. 5) GENERAL ADMINISTRATION REPORT

Action:

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

1. FCC In-kind Proceeding
2. Introduction of new Senior Office Assistant
3. Metro Cable Operations (during the Pandemic)
4. Accounting Services Agreement
5. Atrium 916 Agreement

ITEM NO. 6) CHANNEL LICENSEE REPORTS

Action:

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

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

ITEM NO. 7) STATE FRANCHISEE REPORTS

Action:

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

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

ITEM NO. 8) PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

ADJOURNMENT



SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

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

AGENDA ITEM NO. 1

DATE: June 3, 2021

TO: Chair and Board of Directors

FROM: Robert A. Davison, Executive Director

SUBJECT: FISCAL YEAR 2021-22 GENERAL FUND AND PEG FEE FUND PROPOSED BUDGETS

RECOMMENDATION:

It is recommended the Board approve the Fiscal Year 2021-22 General Fund (094A) and PEG Fee Fund (094B) Proposed Budgets, to include the following Resolutions, as well as the following Exhibits and Agreements included in this budget staff report:

- Resolution No. 2021-004, Adopting the Fiscal Year 2021-22 Proposed General Fund (094A) Budget (Attachment 1);
- Resolution No. 2021-005, Adopting the Fiscal Year 2021-22 Proposed PEG Fee Fund (094B) Budget (Attachment 2);
- Fiscal Year 2020-21 Budgeted/Year-end Estimates and Fiscal Year 2021-22 Proposed General Fund Budget (Exhibit 1);
- Fiscal Year 2020-21 Budgeted/Year-end Estimates and Fiscal Year 2021-22 Proposed PEG Fee Fund Budget (Exhibit 2);
- Resolution No. 2021-006, Approving an Amendment to the Commission Legal Counsel Services Retainer Agreement (Attachment 3);
- Amendment to Legal Counsel Services Retainer Agreement (Attachment 4);
- Resolution No. 2021-007, Approving and Authorizing Execution of the PEG Fee Funding Agreement for Member Agencies (Attachment 5);
- Fiscal Year 2021-22 Pro Forma PEG Fee Funding Agreement for Member Agency (Attachment 6);
- Resolution No. 2021-008, Approving and Authorizing Execution of the Annual Funding and Performance Agreement for Channel Licensees (Attachment 7);
- Fiscal Year 2021-22 Pro Forma Annual Funding and Performance Agreement for the Channel Licensee (Attachment 8);
- Fiscal Year 2021-22 Annual Performance Agreement for Interfaith Council of Greater Sacramento DBA Sacramento Faith TV (Attachment 9);
- Resolution No. 2021-009, Approving an Amendment to the Closed Captioning Services Agreement with Aberdeen Captioning, Inc. (Attachment 10);
- Amendment to Closed Captioning Services Agreement w/Aberdeen Captioning, Inc. (Attachment 11);

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Fiscal Year 2021-22 General Fund and PEG Fee Fund Proposed Budgets
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- Amendment to Professional Services Agreement with Atrium 916 (Attachment 12);
- Fiscal Year 2021-22 Second Amendment to PEG Fee Funding Agreement for Regional Transit (Attach 13);
- Fiscal Year 2021-22 Amendment to Agreement for Cablecasting Services (Attachment 14);
- Fiscal Year 2021-22 Proposed Staffing (Attachment 15);
- Fiscal Year 2021-22 PEG Fee Funding Requests – Member Agencies (Attachments 16-22);
- Fiscal Year 2021-22 Operations & PEG Fee Funding Requests – Channel Licensees (Attachments 23-26);
- Fiscal Year 2021-22 PEG Fee Funding Request – Metro Cable (Attachment 27).

BACKGROUND/DISCUSSION:

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

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

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

The Fiscal Year 2021-22 Proposed PEG Fee Fund (094B) funds the PEG facilities and equipment for the Commission's Channel Licensees, PEG Fee funding requested by the Commission seven member agencies, as well as the PEG equipment needs for the operations of Metro Cable.

The Fiscal Year 2021-22 General Fund and PEG Fee Fund Proposed Budgets were developed to maintain the current level of core services, which include:

- 1) Administering state-issued cable television state franchises in Sacramento County;
- 2) Assisting consumers in resolving their cable complaints and concerns;
- 3) Operating Metro Cable 14, the local government channel;
- 4) Supporting community programming of six PEG channels on the local cable system, operated by Access Sacramento, PBS KVIE, Sacramento Educational Cable Consortium, and SacFaith TV;
- 5) Collection and distribution of franchise fee revenue to the Commission's 7 member agencies; and
- 6) Collection and distribution of PEG fee revenue to fund the operations and PEG/Facilities bases for channel licensees and Metro Cable projects.

FISCAL YEAR 2021-22 GENERAL FUND BUDGET (094A)

The Fiscal Year 2021-22 Budget for the General Fund (094A) proposes \$12.6M in expenditures to be funded with \$12M of projected Franchise Fee revenue plus miscellaneous revenue, along with \$573,658 of carryover funds from Fiscal Year 2021-22.

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

COMPONENT 1 – ADMINISTRATION AND REGULATION

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

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

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

At this time, the Proposed General Fund Budget does not include a COLA for Fiscal Year 2021-22 since the County has not approved the COLA’s for the positions that the Commission’s positions are aligned with – which includes the ASO III, ASO I, and the Sr. Office Assistant positions. Once approved by the County, the COLA’s for those aligned positions will be included in the Fiscal Year 2021-22 Final General Fund Budget.

During the process of the updating the Commission’s Personnel Policies and Procedures Manual (Agenda Item No. 3 today), it was determined by Legal Counsel that consistent with applicable wage and hour laws, the ASO III and Production Director positions are now deemed exempt. These positions have been treated historically as non-exempt, and as a result, have received compensation at time and on-half for overtime hours worked. With the designation of these positions as exempt, they will no longer be eligible to receive any overtime compensation. In Agenda Item 3 today, to account for the greater responsibility these positions shoulder and to minimize the financial impact of the designation of the positions as exempt (as those positions will no longer be eligible for overtime or CTO), a 3.5% pay differential is recommended for those two management positions, which is reflected in this budget and budgets moving forward.

Administration and Regulation Highlights:

- Salaries/Wages/Benefits - \$1,486,284
- CalPERS Unfunded Retirement Obligations - \$500,000 (per Board approval at March 7, 2019 meeting)
- Payment to the CalPERS OPEB Reserve - \$73,901
- Closed Captioning - \$100,000
- County DTech & IT Services - \$83,000
- Legal Counsel Services - \$250,000
- Other Professional Services - \$151,350

COMPONENT 2 – CLOSED CAPTIONING

Closed captioning was implemented in June 2006 with Board direction to caption the Commission’s JPA member agency meetings and other agency meetings held in the County Board of Supervisors’ Chamber. Meetings closed captioned in Calendar Year 2020 are as follows:

Calendar Year 2020				
Total Meetings Recorded	338	Total Meeting Captioned	298	88% of Meetings Captioned
Total Hours Recorded	890	Total Hours Captioned	793	89% of Hours Captioned

COMPONENT 3 – METRO CABLE

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

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

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

Meeting Statistics – Calendar Years 2018 to 2020

Meeting Statistics	2018	2019	2020
Total Meetings Recorded	328	308	338
Total Hours Recorded	686	685	890
Total Meetings Captioned	285	267	298
Total Hours Captioned	612	587	793

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

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

The Commission provides funding and support to three of its four Channel Licensees - Access Sacramento, PBS KVIE, and the Sacramento Educational Cable Consortium – which operate five of the Commission’s seven PEG channels on the local cable systems. SacFaith TV operates the sixth PEG channel. The seventh PEG channel is operated by Metro Cable. For Channel Licensees, Legal Counsel prepared the Eleventh Amendment to the Channel Licensee’s Licensee & Operations Agreements, which extend each of the Agreements through June 30, 2022.

At this time, the Fiscal Year 2021-22 Proposed General Fund Budget includes funding for the bases for Channel Licensees’ operations and PEG facilities and equipment. The following table identifies the proposed General Fund funding for Channel Licensees’ Operations Base in Fiscal Year 2021-22. The base is not increased pursuant to the Commission’s policy for annual adjustment to the Chanel Licensees base since the County of Sacramento has not yet awarded COLAs to most staff. The Channel Licensees COLA, if any, for Fiscal Year 2021-22, will be included in the Fiscal Year 2021-22 Final General Fund Budget assuming that the County has awarded COLAs by then.

The proposed General Fund for FY 2021-22 includes funding for that line item.

GENERAL FUND (094A) CHANNEL LICENSEES – OPERATIONS BASE		
Description	FY 2020-21 Funding (with 4.54% COLA)	FY 2021-22 Proposed Funding (No COLA at this time)
ACCESS SACRAMENTO		
Operations Base	\$544,690	\$544,690
Hometown TV	\$70,854	\$70,854
Game of the Week	\$61,645	\$61,645
ACCESS SACRAMENTO TOTAL	\$677,189	\$677,189
CAPITAL PUBLIC RADIO (CPR)		
Operations Base	\$24,498	\$24,498
CAPITAL PUBLIC RADIO TOTAL	\$24,498	\$24,498
PBS KVIE		
Operations Base	\$267,944	\$267,944
PBS KVIE TOTAL	\$267,944	\$267,944
SACRAMENTO EDUCATIONAL CABLE CONSORTIUM (SECC)		
SECC Operations Base	\$348,481	\$348,481
SECC Staffing	\$73,164	\$73,164
BESTNet Operations Base	\$76,591	\$76,591
SECC TOTAL	\$498,236	\$498,236
TOTAL	\$1,467,867	\$1,467,867

COMPONENT 5 – FRANCHISE FEE REVENUE DISTRIBUTION TO MEMBER AGENCIES

The Commission’s General Fund balance, minus the cost of operations and other costs, is allocated to the seven member agencies based on population. The Fiscal Year 2020-21 actual revenue distribution as outlined below will be issued to the member agencies by the end the current fiscal year.

The franchise fees received in Fiscal Year 2020-21 was \$12,720,159, which came in \$720,159 higher than what was budgeted at \$12M.

The proposed revenue distributions for Fiscal Year 2020-21, which will be distributed to the member agencies by the end of June 2021, as outlined below are calculated based on population percentages posted at the State Department of Finance website for January 1, 2021.

Franchise Fee revenue from the cable companies continues to decline, but at a lesser rate than in previous years. Staff will continue to monitor the actual franchise fees received each quarter and will take appropriate action if revenues are significantly less than the budgeted revenues.

GENERAL FUND (094A) FRANCHISE FEE REVENUE DISTRIBUTION TO MEMBER AGENCIES					
MEMBER AGENCY	FY 2020-21 Budgeted	FY 2020-21 Actual	Population as of January 1, 2021 (Dept. of Finance)	Population Percentage	FY 2021-22 Proposed
Citrus Heights	\$466,783	\$507,462	87,811	5.649%	\$487,316

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MEMBER AGENCY	FY 2020-21 Budgeted	FY 2020-21 Actual	Population as of January 1, 2021 (Dept. of Finance)	Population Percentage	FY 2021-22 Proposed
Elk Grove	\$936,393	\$1,017,999	178,124	11.458%	\$988,517
Folsom	\$433,820	\$471,626	82,303	5.294%	\$456,749
Galt	\$137,407	\$149,382	26,116	1.317%	\$113,611
Rancho Cordova	\$416,655	\$452,966	79,662	5.124%	\$442,087
Sacramento	\$2,715,989	\$2,952,685	515,673	33.172%	\$2,861,779
Sacramento County	\$3,156,507	\$3,431,593	590,493	37.985%	\$3,277,001
TOTAL	\$8,263,553	\$8,983,712	1,554,537	100.00%	\$8,627,060

The Fiscal Year 2020-21 actual revenue distribution which will be distributed to Member Agencies at the end of June 2021 is \$8,983,712 - which is an increase of \$720,159 over the budgeted amount of \$8,263,553.

NOTE: \$1,328 out of the total revenue in Fiscal Year 2020-21 received is a result of class action lawsuit settlement between the State of CA. v. Cellco dba Verizon, for over charges for cell phone services.

The proposed Fiscal Year 2021-22 revenue distribution of \$8.6M is based on \$12M of anticipated franchise fee revenue, will be distributed in June 2022, to include adjustments based on actual franchise fee revenue received at that time.

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

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

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

DISCUSSION/ANALYSIS:

The proposed Fiscal Year 2021-22 PEG Fee Budget is based on \$2.25M of PEG Fee revenue, with proposed expenditures of \$3.3M. The budget includes an estimated \$1M of carry over PEG funds from Fiscal Year 2020-21.

It is important to note that the Fiscal Year 2020-21 PEG Fee funding for \$62,218 as requested by Metro Cable for Regional Transit's Control Room will not be completed by the end of the current fiscal year; therefore the approved funding amount for Regional Transit is included as part of the Fiscal Year 2021-22 Proposed PEG Fee Fund Budget.

In addition, the proposed PEG Fee fund includes PEG equipment needed to enhance Metro Cable's operations.

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Fiscal Year 2021-22 General Fund and PEG Fee Fund Proposed Budgets
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Proposed PEG Fee Funding for Channel Licensees

As outlined above, the PEG fee funding proposed for Channel Licensees' facilities/equipment bases does not include a COLA, which will be presented to your Board at the September 2, 2021 Quarterly Final Budget meeting.

BESTNet/E-Rate

The Proposed Fiscal Year 2021-22 PEG Fee Fund Budget does not include funding for BESTNet III as SECC closed out the BESTNet project in FY 2019-20. A MOU between the Commission, SECC, and Comcast was presented to the Board at the March 3, 2021, which required no funding obligations on the part of the Commission.

PEG FEE FUND (094B)		
Proposed PEG Fee Funding – Channel Licensees		
Channel Licensee	Fiscal Year 2020-21 Funding	Fiscal Year 2020-21 Proposed Funding
Access Sacramento – Facilities/Equipment Base	\$108,592	\$108,592
Access Sacramento – Coloma Center Rent	\$11,716	\$11,716
SECC – Facilities/Equipment Base	\$12,419	\$12,419
SECC – Rent	\$44,538	\$56,957
PEG FEE FUNDING TOTAL FOR CHANNEL LICENSEES	\$172,265	\$189,684

The proposed PEG Fee funding for One-Time PEG equipment requests from the Channel Licensees are as follows:

CHANNEL LICENSEES' PEG EQUIPMENT REQUESTS	
Access Sacramento	\$265,435
Capital Public Radio	\$14,868
PBS KVIE	\$578,628
Sacramento Educational Cable Consortium (SECC)	\$189,676

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

ADMINISTRATION AND METRO CABLE PEG EQUIPMENT REQUESTS	
Description	Fiscal Year 2021-22 Proposed Funding
Administration Equipment/Facilities	\$10,000
Metro Cable PEG Projects	\$249,709
Regional Transit Control Room	\$62,218

RECOMMENDATION:

It is recommended the Board approve the Fiscal Year 2021-22 General Fund (094A) and Fiscal Year 2021-22 PEG Fee Fund (094B) Proposed Budgets, to include the adoption of Resolution Nos. 2021-004 through 2021-009, along with the approval of all exhibits, attachments, and agreements included in this staff report.

Respectfully submitted,

**Robert
Davison**

Digitally signed by Robert Davison
DN: cn=Robert Davison, o=SMCTC,
ou=Exec Director,
email=davisonb@saccounty.net, c=US
Date: 2021.05.29 20:39:11 -07'00'

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

Attachments:

- Resolution No. 2021-004, Adopting the Fiscal Year 2021-22 Proposed General Fund (094A) Budget (Attachment 1);
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- Fiscal Year 2021-22 PEG Fee Funding Request – Metro Cable (Attachment 27).

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

RESOLUTION NO. 2021-004

**A RESOLUTION ADOPTING THE FISCAL YEAR 2021-22
PROPOSED GENERAL FUND (094A) BUDGET**

WHEREAS, a hearing has been terminated during which time all additions and deletions to the proposed budget for Fiscal Year 2021-22 were made.

THEREFORE, IT IS HEREBY RESOLVED in accordance with Section 29089 of the Government Code, the proposed budget for Fiscal Year 2021-22 for the General Fund (094A) is hereby adopted in accordance with the following:

Salaries and Employee Benefits (Object 10)	\$1,486,284
Services and Supplies (Object 20)	\$761,046
OPEB Expense (Object 30)	\$73,901
Channel Licensees – Operations (Object 30)	\$1,467,867
Depreciation Expense - Audit (Object 30)	\$1,000
County Wide Cost Allocation – A87 (Object 30)	\$13,000
Contribution to Other Agencies (Object 30) – Atrium 916	\$75,000
Revenue Distribution – Fiscal Year 2021-22 (Object 30)	\$8,627,060
O/C – Prior Years’ Audit Adjustment (Object 30)	\$100,000
Equipment – Fixed Assets (Object 40)	\$2,500
Bonded Debt Services (Object 50)	\$1,000
Contingency Appropriation – Operations (Object 70)	\$5,000
FISCAL YEAR 2021-22 PROPOSED GENERAL FUND BUDGET TOTAL	\$12,613,658

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 2021-22 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, and in addition, the Commission’s exempt positions shall include a 3.5% differential over said amounts.

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

FURTHER BE IT RESOLVED AND ORDERED that the Fiscal Year 2020-21 Budget amends and authorizes the FY 2020-21 revenue distribution of \$8,983,712 to the Commission’s member jurisdictions to be issued in June 2021.

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 3rd day of June 2021, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chair of the Board

ATTEST:

Clerk of the Board

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

Fiscal Year 2020-21 Budgeted/Year-end Estimates and Fiscal Year 2021-22 Proposed General Fund Budget

	G/L #	FY 2020-21 Budget	FY 2020-21 Actuals (@ Period 10)	FY 2020-21 ESTIMATED ACTUALS	FY 2021-22 PROPOSED BUDGET
REVENUE					
Interest Income	94941000	\$100,000	\$23,664	\$29,000	\$30,000
Cable TV Franchise Fees	97978100	\$12,000,000	\$9,941,119	\$12,720,159	\$12,000,000
County Settlement Agreement (Class Action Lawsuit Settlement)	97979032	\$0	\$1,328	\$1,328	\$0
Miscellaneous Other Revenue	97979000	\$10,000	\$10,710	\$10,710	\$10,000
REVENUE ACCOUNTS TOTAL		\$12,110,000	\$9,976,821	\$12,761,197	\$12,040,000
Fund Balance / Carry Forward		\$615,933	\$615,933	\$615,933	\$573,658
GRAND REVENUE TOTAL		\$12,725,933	\$10,592,754	\$13,377,130	\$12,613,658
EXPENDITURES					
Salaries & Wages / Benefits					
Salaries & Wages - Employees	10111000	\$552,781	\$441,872	\$530,246	\$599,073
Salaries & Wages - Extra Help	10112100	\$40,000	\$32,687	\$35,000	\$20,000
Salaries & Wages - Commission Members	10112400	\$6,600	\$600	\$3,960	\$6,600
OT (Time & One-Half) - COMPASS Conversion	10113200	\$2,000	\$23	\$200	\$2,000
Terminal Pay - COMPASS Conversion	10115200	\$0	\$1,593	\$1,593	\$0
Retirement	10121000	\$133,746	\$61,153	\$84,796	\$92,132
OASDHI (Social Security Act)	10122000	\$45,883	\$28,640	\$34,369	\$50,038
Group Insurance	10123000	\$204,633	\$45,419	\$139,505	\$193,053
Dental Insurance	10123002	\$8,000	\$6,992	\$8,390	\$9,954
GSRMA - EAP Insurance (Effective January 2022)	10123003	\$0	\$0	\$0	\$116
GSRMA - Life Insurance (Effective January 2022)	10123004	\$0	\$0	\$0	\$700
GSRMA - Vision Plan (Effective January 2022)	10123005	\$0	\$0	\$0	\$864
Workers Comp Insurance	10124000	\$17,458	\$9,965	\$9,965	\$9,751
SDI Insurance	10125000	\$2,810	\$1,343	\$1,612	\$2,003
Pension Retirees (Obligation for FYs 2019-20 through 2022-23 = \$500,000/FY)	10126000	\$500,000	\$500,000	\$500,000	\$500,000
BENEFITS SUBTOTAL		\$912,530	\$653,512	\$778,635	\$858,611
SALARIES & WAGES / BENEFITS TOTAL	10 TOTAL	\$1,513,911	\$1,130,287.20	\$1,349,635.05	\$1,486,284
Books/Periodical Service	20202100	\$1,500	\$1,235	\$1,400	\$1,500
Film Supplies	20202500	\$17,150	\$3,994	\$7,500	\$11,000
Business Travel	20203100	\$5,600	\$0	\$0	\$9,771
Education & Training Supplies	20203500	\$3,850	\$845	\$1,000	\$3,850
Employee Recognition	20203800	\$1,500	\$0	\$500	\$1,587
Employee Transportation	20203900	\$1,900	\$20	\$100	\$500
Insurance - General Liability	20205100	\$25,000	\$12,788	\$13,945	\$14,996
Insurance - Bond / Pollution / Property	20205300	\$1,250	\$1,107	\$1,107	\$1,428
Membership Dues	20206100	\$5,000	\$3,719	\$4,100	\$4,990
Office Supplies	20207600	\$25,000	\$9,009	\$20,000	\$20,000
Postal Services	20208100	\$1,250	\$557	\$668	\$700
Printing Services	20208500	\$3,000	\$2,555	\$3,066	\$3,000
Cell Phone/Pager (G/L changed by the County from 20298701 in FY 2020-21)	20222700	\$0	\$1,314	\$1,577	\$1,750
Office Equipment Maintenance (G/L added by the County in FY 2020-21)	20226100	\$0	\$79	\$100	\$200
Modular Furniture - Office Workstation(s)	20226400	\$5,000	\$0	\$0	\$1,000
Radio/Elect Maintenance (Added by County in FY 2019-20)	20227200	\$250	\$0	\$0	\$100
Accounting Services	20250500	\$20,000	\$3,955	\$12,246	\$15,000
Legal Services	20253100	\$350,000	\$291,708	\$350,000	\$250,000
Security Service	20257100	\$500	\$0	\$500	\$500
Other Professional Services	20259100	\$171,500	\$74,156	\$96,487	\$151,350
DTech Labor (G/L Acct changed by the County from 20291100 for Fiscal Year 2020-21)	20271100	\$0	\$17,690	\$21,228	\$30,000
DTech WAN Charges (G/L Acct changed by the County from 20291600 for Fiscal Year 2020-21)	20271600	\$0	\$24,546	\$29,455	\$34,000
DTech County-Wide IT Services (G/L Acct changed by the County for Fiscal Year 2020-21)	20281000	\$0	\$4,846	\$5,815	\$7,000
DTech Fee (G/L Acct added by the County for Fiscal Year 2020-21)	20281101	\$0	\$6,982	\$8,379	\$12,000
Hardware	20281201	\$16,700	\$2,536	\$3,000	\$7,807
Software	20281202	\$13,950	\$3,750	\$4,500	\$13,491

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

Fiscal Year 2020-21 Budgeted/Year-end Estimates and Fiscal Year 2021-22 Proposed General Fund Budget

	G/L #	FY 2020-21 Budget	FY 2020-21 Actuals (@ Period 10)	FY 2020-21 ESTIMATED ACTUALS	FY 2021-22 PROPOSED BUDGET
Sales Tax Adjustment - Board of Equalization (G/L Acct Added by County)	20281304	\$150	\$0	\$0	\$100
Interpreter Svcs (Closed Captioning)	20283200	\$100,000	\$70,335	\$90,000	\$100,000
DTech County-wide IT Services (GL Acct changed to 20281000 by County in FY 20-21)	20291000	\$7,000	\$0	\$0	\$0
DTech Labor - AC (G/L Acct changed to 20271100 by County in FY 2020-21)	20291100	\$30,000	\$132	\$0	\$0
DTech Fee - ACP (G/L Acct changed to 20281101 by County in FY 2020-21)	20291200	\$44,201	\$0	\$0	\$0
COMPASS Costs	20291500	\$3,000	\$2,963	\$2,963	\$3,000
DTech WAN Charges (G/L Acct changed to 20271600 by County in FY 2020-21)	20291600	\$32,000	\$0	\$0	\$0
GS - Messenger Services	20292300	\$1,600	\$1,234	\$1,481	\$1,600
GS - Purchasing Svcs Allocation	20292500	\$200	\$147	\$200	\$200
GS - Equipment Rental - Light (Swapped out for smaller Metro Cable van in FY 2020-21)	20292800	\$10,000	\$6,548	\$7,858	\$10,000
GS - Fuel Usage- Light	20293800	\$100	\$0	\$50	\$100
County Facility Use (Rent/Lease)	20294200	\$52,500	\$27,589	\$34,000	\$35,000
GS -Parking Charges	20296200	\$10,015	\$7,092	\$8,600	\$9,326
Telephone Services - Cell Phones (G/L Acct changed to 20222700 by County in FY 2020-21)	20298701	\$2,000	\$0	\$0	\$0
Telephone Services - Land Line (Replaced G/L #202987800 in FY 2019-20)	20298703	\$3,000	\$2,412	\$2,895	\$3,200
Telephone Installations	20298900	\$1,000	\$0	\$0	\$1,000
SERVICES AND SUPPLIES TOTAL	20 TOTAL	\$966,666	\$585,844	\$734,720	\$761,046
OPEB Expense (New GL Acct Created per Lincoln Bogard's 4-27-2020 E-mail)					
OPEB Expense	30300200	\$80,436	\$80,436	\$80,436	\$73,901
Contract Service (Channel Licensees) - 4.54% COLA (FY 2020-21)					
Access Sac - Operations Base	30310500	\$544,690	\$544,690	\$544,690	\$544,690
Access Sac - HT-TV Operations Base	30310500	\$70,854	\$70,854	\$70,854	\$70,854
Access Sac - GOTW Operations Base	30310500	\$61,645	\$61,645	\$61,645	\$61,645
Access Sac - Grand Total	30310500	\$677,189	\$677,189	\$677,189	\$677,189
Capital Public Radio - Oper Base	30310500	\$24,498	\$24,498	\$24,498	\$24,498
KVIE Operations Base	30310500	\$267,944	\$267,944	\$267,944	\$267,944
SECC Operations Base	30310500	\$348,481	\$348,481	\$348,481	\$348,481
SECC Operations - Staffing (Approved by Board - 6/6/2019 Mtg for FY 2019-20)	30310500	\$73,164	\$73,164	\$73,164	\$73,164
BESTNet Operations Base	30310500	\$76,591	\$76,591	\$76,591	\$76,591
CONTRACT SERVICE (CHANNEL LICENSEES) TOTAL		\$1,467,867	\$1,467,867	\$1,467,867	\$1,467,867
Depreciation Expense (From Audit)	30332002	\$2,500	\$0	\$0	\$1,000
Sac County CW Cost Allocation - (Added by County FY 2019-20)	30348000	\$6,000	\$7,700	\$12,101	\$13,000
Contribution to Other Agencies - Atrium 916 Agreement (COVID-19 Response)	3037000	\$100,000	\$25,000	\$25,000	\$75,000
Contributions to Other Agencies (Member Agencies Revenue Distribution)					
Citrus Heights (FY 2020-21 Revenue Distribution)	30370000	\$466,783	\$0	\$507,462	\$0
Elk Grove (FY 2020-21 Revenue Distribution)	30370000	\$936,393	\$0	\$1,017,999	\$0
Folsom (FY 2020-21 Revenue Distribution)	30370000	\$433,820	\$0	\$471,626	\$0
Galt (FY 2020-21 Revenue Distribution)	30370000	\$137,407	\$0	\$149,382	\$0
Rancho Cordova (FY 2020-21 Revenue Distribution)	30370000	\$416,655	\$0	\$452,966	\$0
Sacramento (FY 2020-21 Revenue Distribution)	30370000	\$2,715,989	\$0	\$2,952,685	\$0
Sacramento County (FY 2020-21 Revenue Distribution)	30370000	\$3,156,507	\$0	\$3,431,593	\$0
Fiscal Year 2020-21 Revenue Distribution - Grand Total	30370000	\$8,263,553	\$0	\$8,983,712	\$0
Citrus Heights (FY 2021-22 Revenue Distribution)	30370000	\$0	\$0	\$0	\$487,316
Elk Grove (FY 2021-22 Revenue Distribution)	30370000	\$0	\$0	\$0	\$988,517
Folsom (FY 2021-22 Revenue Distribution)	30370000	\$0	\$0	\$0	\$456,749
Galt (FY 2021-22 Revenue Distribution)	30370000	\$0	\$0	\$0	\$113,611
Rancho Cordova (FY 2021-22 Revenue Distribution)	30370000	\$0	\$0	\$0	\$442,087
Sacramento (FY 2021-22 Revenue Distribution)	30370000	\$0	\$0	\$0	\$2,861,779
Sacramento County (FY 2021-22 Revenue Distribution)	30370000	\$0	\$0	\$0	\$3,277,001
Fiscal Year 2021-22 Revenue Distribution - Grand Total	30370000	\$0	\$0	\$0	\$8,627,060
CONTR TO OTHER AGENCIES (REVENUE DISTRIBUTION) TOTAL		\$8,263,553	\$0	\$8,983,712	\$8,627,060
O/C - PRIOR YEAR'S (For Audit Findings)	30398000	\$160,000	\$0	\$0	\$100,000
OTHER CHARGES TOTAL	30 TOTAL	\$10,080,356	\$1,581,003	\$10,569,116	\$10,357,828

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

Fiscal Year 2020-21 Budgeted/Year-end Estimates and Fiscal Year 2021-22 Proposed General Fund Budget

	G/L #	FY 2020-21 Budget	FY 2020-21 Actuals (@ Period 10)	FY 2020-21 ESTIMATED ACTUALS	FY 2021-22 PROPOSED BUDGET
Fund Balance Reserved	7100000	\$150,000	\$150,000	\$150,000	\$0
Equip-SD-Non-Recon (Fixed Assets)	43430300	\$2,500	\$0	\$0	\$2,500
Oper Transfer Out - Lease (799 G Street Building Bonded Debt Svc)	50523000	\$2,500	\$0	\$0	\$1,000
Contingency Appropriation (Oper)	79790100	\$10,000	\$0	\$0	\$5,000
OTHER CHARGES TOTAL		\$165,000	\$150,000	\$150,000	\$8,500
GRAND EXPENDITURE TOTAL		\$12,725,933	\$3,447,135	\$12,803,471	\$12,613,658

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

RESOLUTION NO. 2021-005

A RESOLUTION ADOPTING THE FISCAL YEAR 2021-22
PROPOSED PEG FEE FUND (094B) BUDGET

WHEREAS, a hearing has been terminated during which time all additions and deletions to the proposed budget for Fiscal Year 2021-22 were made.

THEREFORE, IT IS HEREBY RESOLVED in accordance with Section 29089 of the Government Code, the proposed budget for Fiscal Year 2021-22 for the PEG Fee Fund (094B) is hereby adopted in accordance with the following:

Member Agency Facilities/Equipment (Object 20)	\$1,138,819
Board of Equalization Audit - Sales Tax Adjustment (Object 20)	\$25
Channel Licensees – PEG Equipment	\$1,048,608
Channel Licensees – Facilities/Equipment Base (Object 30)*	\$189,684
O/C – Prior Year’s Expense	\$20,000
Equipment – Fixed Assets – Administration	40,000
Equipment – Fixed Assets - Metro Cable Projects (Object 40)	\$249,709
Equipment – Fixed Assets – RT Control Room	\$62,218
Fund Balance Reserve (Object 70)	\$300,000
Contingency Appropriation (Object 70)	\$271,168
FISCAL YEAR 2021-22 PROPOSED PEG FEE FUND BUDGET TOTAL	\$3,320,231
<small>*Channel Licensees Bases does not include COLA's since the County has not yet approved COLA's for staff in FY 2021-22. Approval of the COLA will be adjusted at final budget based upon the COLAs that the County has approved.</small>	

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

FURTHER BE IT RESOLVED AND ORDERED that the Fiscal Year 2021-22 PEG Fee Fund Budget is hereby adopted in accordance with the attachments in the Fiscal Year 2021-22 Budget staff report, which shows in detail the approved appropriations, revenues and methods of financing attached hereto and by reference made a part hereof.

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

On a motion by Director _____, seconded by Director _____, the foregoing Resolution was passed and adopted by the Board of Directors of the Sacramento Metropolitan Cable Television Commission, State of California, this 3rd day of June 2021, by the following vote, to wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST:

Clerk to the Board

Chair of the Board

EXHIBIT 2
PEG FEE FUND (094B)
FY 2020-21 Budgeted and Estimates / FY 2021-22 Preliminary PEG Fee Fund Budget

	G/L Acct	FY 2020-21 Budget	FY 2020-21 Actuals @ Period 10	FY 2020-21 Year End Estimated	FY 2021-22 Proposed Budget
REVENUE					
Interest Income	94941000	\$30,000	\$12,423	\$18,423	\$20,000
PEG Fee Revenue	97978200	\$2,400,000	\$1,994,245	\$2,550,053	\$2,250,000
Fund Balance / Carry Forward		\$1,877,724	\$1,877,724	\$1,877,724	\$1,050,231
REVENUE TOTAL		\$4,307,724	\$3,884,392	\$4,446,200	\$3,320,231
EXPENDITURES					
Inventoriable Equipment (Member Agencies)	20226500				
Citrus Heights (FY 2020-21 Project)		\$146,307	\$0	\$146,307	\$0
Citrus Heights (FY 2021-22 Project)		\$0	\$0	\$0	\$12,811
Elk Grove (FY 2020-21 Project)		\$99,745	\$0	\$74,791	\$0
Elk Grove (FY 2021-22 Project) - No Request Submitted		\$0	\$0	\$0	\$0
Folsom (FY 2019-20 Project)		\$70,026	\$63,804	\$63,804	\$0
Folsom (FY 2020-21 Project)		\$163,181	\$0	\$163,182	\$0
Folsom (FY 2021-22 Project)		\$0	\$0	\$0	\$14,904
Galt (FY 2020-21 Project)		\$50,116	\$0	\$50,116	\$0
Galt (FY 2021-22 Project)		\$0	\$0	\$0	\$17,159
Rancho Cordova (FY 2020-21 Project)		\$156,866	\$0	\$156,866	\$0
Rancho Cordova (FY 2021-22 Project)		\$0	\$0	\$0	\$106,225
Sacramento - City Hall (FY 2019-20 Project)		\$497,277	\$401,059	\$401,059	\$0
Sacramento - Historic Hearing Chambers (FY 2020-21 Project)		\$149,184	\$0	\$149,184	\$0
Sacramento - City Hall Council Chambers (FY 2021-22 Project)		\$0	\$0	\$0	\$92,267
Sacramento - Historic Hearing Chambers (FY 2021-22 Project)		\$0	\$0	\$0	\$135,274
Sacramento County (FY 2020-21 Project)		\$636,866	\$0	\$289,726	\$0
Sacramento County (FY 2021-22 Project)		\$0	\$0	\$0	\$760,179
Invent Equip Subtotal (Member Agencies)		\$1,969,568	\$464,864	\$1,495,035	\$1,138,819
Sales Tax Adjustment - Board of Equalization Audit	20281304	\$25	\$0	\$0	\$25
G/L Account 2000 Total		\$1,969,593	\$464,864	\$1,495,035	\$1,138,844
Support Service (Channel Licensees)	30310400				
Access Sac - Cablecast Radio: The Voice of Sacramento		\$23,313	\$23,313	\$23,313	\$49,280
Access Sac - Checkout Equipment & News Youth Prod Kits		\$0	\$0	\$0	\$18,504
Access Sac - Coloma TV Studio		\$51,304	\$51,304	\$51,304	\$14,555
Access Sac - HD Truck & Sec Camera & Reurbish Old Van		\$135,393	\$135,393	\$135,393	\$19,575
Access Sac - NNB Development & Server		\$41,325	\$41,325	\$41,325	\$44,345
Access Sac - Office Equipment / Software / Cloud Mgmt		\$208,708	\$208,708	\$208,708	\$106,377
Access Sac - Remote Live Camera System, Security, Software		\$108,782	\$108,782	\$108,782	\$12,799
Access Sac - PEG Equipment Grand Total		\$568,825	\$568,825	\$568,825	\$265,435
CPR - Equipment		\$16,525	\$16,525	\$16,525	\$14,868
KVIE - Equipment		\$886,257	\$886,257	\$886,257	\$578,628
SECC - Equipment		\$22,438	\$22,438	\$22,438	\$18,858
SECC - Robotic Cameras & Controller		\$0	\$0	\$0	\$40,818
SECC - SEVA Labs (New & Refresh)		\$0	\$0	\$0	\$90,000
SECC - SEVA Student Home Studio Support		\$111,200	\$111,200	\$111,200	\$40,000
SECC - PEG Equipment Grand Total		\$133,638	\$133,638	\$133,638	\$189,676
BESTNet Phase III Completion (Years 6 & 7 Funding Rollover)		\$0	\$0	\$0	\$0
Support Svc Subtotal (Channel Licensees)		\$1,605,245	\$1,605,244	\$1,605,244	\$1,048,608
Contract Service Inst (Channel Licensees)	30310500				
Access Sac Fac/Equip Base (FY 2020-21 COLA-4.52%); 2021-22-0%		\$108,592	\$108,592	\$108,592	\$108,592
Access Sac - Coloma Center Rent		\$11,716	\$11,716	\$11,716	\$11,716
SECC Fac/Equip Base (FY 2020-21 COLA-4.52%; FY 2021-22 - 0%)		\$12,419	\$12,419	\$12,419	\$12,419
SECC - Rent		\$44,538	\$44,538	\$44,538	\$56,957
Contract Svc Inst Subtotal (Chan Licensees)		\$177,265	\$177,265	\$177,265	\$189,684
O/C - Prior Year's Exp (G/L Corr: SMCTC Biennial Audits)	30398000	\$20,024	\$0	\$0	\$20,000
G/L Account 3000 Total		\$1,802,534	\$1,782,509	\$1,782,509	\$1,258,292

EXHIBIT 2
 PEG FEE FUND (094B)
 FY 2020-21 Budgeted and Estimates / FY 2021-22 Preliminary PEG Fee Fund Budget

	G/L Acct	FY 2020-21 Budget	FY 2020-21 Actuals @ Period 10	FY 2020-21 Year End Estimated	FY 2021-22 Proposed Budget
Equipment SD Non-Recon - Fixed Assets	43430300				
Administration Equipment/Facilities		\$30,000	\$0	\$5,000	\$10,000
AT&T VRAD Equipment (Monitoring)		\$26,110	\$0	\$20,000	\$3,000
Comcast Headend		\$14,934	\$11,168	\$11,168	\$6,718
Member Agencies Control Rooms (Lap Tops & Software)		\$1,529	\$0	\$0	\$0
Metro Cable Control Room		\$49,199	\$372	\$23,878	\$20,783
Metro Cable Edit System		\$14,744	\$0	\$7,359	\$12,956
Metro Cable Flight Pack		\$29,386	\$0	\$0	\$122,965
Metro Cable Master Control		\$11,199	\$0	\$17,972	\$60,968
Metro Cable Server		\$38,178	\$0	\$33,048	\$22,319
Metro Cable Van		\$33,977	\$0	\$0	\$30,000
Regional Transit Control Room		\$62,218	\$0	\$0	\$62,218
Equip SD Non-Recon - Fixed Assets Sub-Total		\$311,474	\$11,540	\$118,425	\$351,927
G/L Account 4000 Total		\$311,474	\$11,540	\$118,425	\$351,927
Fund Balance Reserved	7100000	\$200,000	\$0	\$0	\$300,000
Contingency Appropriation	79790100	\$24,123	\$0	\$0	\$271,170
EXPENDITURE TOTAL		\$4,307,724	\$2,258,913	\$3,395,969	\$3,320,231

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

RESOLUTION NO. 2021-006

A RESOLUTION APPROVING AN AMENDMENT TO THE
COMMISSION LEGAL COUNSEL SERVICES RETAINER AGREEMENT

NOW THEREFORE, BE IT RESOLVED AND ORDERED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION that the Commission approves the Amendment to the attached Retainer Agreement with Best Best & Krieger, LLP for general counsel services.

FURTHER BE IT RESOLVED that the Commission's Executive Director be and is hereby authorized to execute the amended agreement in the form hereto attached, on behalf of the SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION, a Joint Powers Agency of the State of California.

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

On a motion by Director _____, seconded by Director _____, the foregoing Resolution was passed and adopted by the Governing Board of the Sacramento Metropolitan Cable Television Commission, State of California, this 3rd day of June 2021, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chair of the Board

ATTEST:

Clerk of the Board



SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

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

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

ATTACHMENT 4

FISCAL YEAR 2021-22 AMENDMENT TO LEGAL COUNSEL RETAINER AGREEMENT

THIS AMENDMENT is made and entered into this ____ day of June 2021, amending that certain Retainer Agreement Amendment dated August 30, 2010, by and between the **SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION**, a Joint Powers Agency, hereinafter called "Client" and **BEST BEST & KRIEGER, LLP**, a limited liability partnership, hereinafter called and referred to as "Firm".

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

1. Section 1. Representation.

"The Firm, by and through Harriet A. Steiner, Esq. undertakes legal representation, consultation, and advice of the Client as General Counsel and such other and further matters as the Client may from time-to-time request of the Firm commencing July 1, 2021 and ending June 30, 2022. Ms. Steiner may delegate assignments to other attorneys of the Firm as she deems necessary and advisable." Mr. Nelson will serve as Assistant General Counsel.

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

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

BEST BEST & KRIEGER, LLP

**SACRAMENTO METROPOLITAN
CABLE TELEVISION COMMISSION**

Harriet A. Steiner, Esq.

Robert A. Davison, Executive Director

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

RESOLUTION NO. 2021-007

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

NOW THEREFORE, BE IT RESOLVED AND ORDERED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION, a Joint Powers Agency of the State of California, that the Commission hereby approves the Pro-Forma Funding Agreement for Member Agencies of the Sacramento Metropolitan Cable Television Commission as recommended by staff; and

FURTHER BE IT RESOLVED AND ORDERED that the Commission's Board of Directors hereby approves the Fiscal Year 2021-22 PEG Fee funding plans as submitted for the purpose of providing funding for the Member Agencies for the period of July 1, 2021 to June 30, 2022; and

FURTHER BE IT RESOLVED AND ORDERED that the Commission's Executive Director is hereby authorized and directed to prepare and execute the Agreements with the Member Agencies of the Sacramento Metropolitan Cable Television Commission, with the allowance for changes within the budget authority; and

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

On a motion by Director _____, seconded by Director _____, the foregoing Resolution was passed and adopted by the Governing Board of the Sacramento Metropolitan Cable Television Commission, State of California, this 3RD day of June 2021, by the following vote, to wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

Chair of the Board

ATTEST:

Clerk of the Board

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

FISCAL YEAR 2021-22

THIS AGREEMENT is entered into this ____ day of _____, 2021, by and between the Sacramento Metropolitan Cable Television Commission (“SMCTC”) and the _____, [***municipal corporation (city) or political subdivision of the State of California (County)***], a political subdivision of the State of California (“Member Agency”).

WHEREAS, SMCTC is a joint powers agency comprised of seven member jurisdictions (collectively, the “Member Agencies”), one of which is the Member Agency;

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

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

WHEREAS, SMCTC has received a request(s) for PEG Fee funding from Member Agency and hereby approves that request(s). A copy of Member Agency’s approved request(s) is hereby incorporated by this reference;

WHEREAS, federal law currently restricts the use of PEG Fee funding to capital costs and facilities; and

WHEREAS, SMCTC and Member Agency desire to enter into this Agreement to memorialize the terms under which SMCTC will provide PEG Fee funding to Member Agency, and to expressly set forth the restrictions on Member Agency’s use of such funding.

NOW, THEREFORE, SMCTC and Member Agency agree as follows:

1. Funding to Member Agency. SMCTC hereby agrees to provide to Member Agency the total not to exceed sum of _____ DOLLARS (\$_____), which consists of PEG Fee funding to be used solely for the purposes summarized in the table below and detailed in Exhibit “A” attached hereto and incorporated by this reference.

MEMBER AGENCY PROJECT	
PEG Equipment / Facilities List	\$ _____
TOTAL FY 2021-22 PEG FEE FUNDING REQUEST	\$ _____
The PEG Fee funding will be available during the Fiscal Year 2021-22 as set forth below.	

2. Payment Contingent on Receipt of PEG Fees. Member Agency understands that the funding amount set forth in Section 1 will be made to Member Agency solely out of PEG fees collected

by SMCTC from cable television operators. Such PEG fees are received in quarterly payments and SMCTC shall be under no obligation to pay to Member Agency the amount stated in Section 1, or any other amount, unless SMCTC receives sufficient PEG fees to make such payment. If actual revenue received through PEG Fees is less than anticipated, SMCTC is not obligated to pay Member Agency. Payments to member agency will occur during the fiscal year and will be prioritized by the SMCTC based upon facility needs and available revenue; Member Agency will be reimbursed based on actual expenditures.

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

3. Use of PEG Fee funding. Member Agency understands that the funding provided to it pursuant to this Agreement originated from PEG access channel fees. As a condition of accepting the PEG Fee funding, Member Agency agrees to use those funds only for capital expenditures and facilities related to the provision of cablecasting on the PEG channels and for no other purpose. SMCTC has both the responsibility and the right under this Agreement to monitor and audit the use of the funding allocated under this Agreement. Member Agency shall agree to cooperate fully with any audit requested by SMCTC.

Since applicable law does not specifically define those expenses that qualify as capital costs, SMCTC has developed a working definition of the types of expenses that it believes qualify for the use of PEG Fee funding. SMCTC reserves the right to modify its working definition as the law on this topic develops. In accordance with SMCTC's working definition, **PEG Fee funding may be used for the following expenditures: purchase of equipment, rental of facilities, purchase of software, and tangible goods provided that a CPA certifies that the tangible goods qualify as capital expenditures pursuant to standard accounting practices. PEG Fee funding may not be used for the following expenditures: operations, training, maintenance, maintenance contracts/agreements, employment of staff, and hiring of persons to perform services.** Member Agency shall provide for such fiscal control and funding accounting procedures as reasonably necessary to assure proper disbursement, accounting, and expenditures of PEG Fee funding.

Member Agency further understands and agrees that the PEG Fee funding provided by SMCTC was awarded based on a request from Member Agency and that the use of the PEG funds are limited to the expenditures outlined in that request as approved by SMCTC. **If Member Agency**

determines that it will not proceed with the expenditures as set forth in the request approved by SMCTC during the current fiscal year, then Member Agency shall notify SMCTC that the Member Agency will re-submit the PEG Fee funding in the next fiscal year. The Member Agency may also request to modify the approved use of the funding. The Executive Director may consider and approve requests up to a total of \$50,000 in the fiscal year if the requested change(s) is an allowable PEG Funding expenditure. Requests above a total of \$50,000 will require Commission consideration and action. The Executive Director may consider and approve any request as authorized by this section. The Executive Director may also elect to seek direction or action by the Commission on any such requests.

4. Indemnification. Member Agency shall, at its sole expense, fully indemnify, defend and hold harmless SMCTC and its member agencies, and in their capacity as such, the officers, agents and employees thereof, from and against any and all claims, suits, actions, liability and judgments for damages including reasonable attorneys' fees or otherwise.

For actual or alleged injury to persons or property, including loss of use of property due to an occurrence, whether or not such property is physically damaged or destroyed, directly or indirectly arising out of or attributable to, in whole or in part, the acts or omissions of Member Agency in connection with, related to, or in any way arising out of Member Agency's use of the PEG Fee funding provided to it under this Agreement.

Directly or indirectly arising out of or attributable to, in whole or in part, Member Agency's failure to comply with the provisions of any statute, regulation, or ordinance of the United States, the State of California, SMCTC or any local agency in connection with, related to, or in any way arising out of Member Agency's use or expenditure of the PEG Fee funding provided to it under this Agreement.

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

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

no less than three (3) years from the last expenditure reimbursed under this Agreement.

7. Unauthorized Use of PEG Fee funding. If SMCTC determines that Member Agency has used the PEG Fee funds provided to it under this Agreement for purposes other than capital expenditures and facilities, Member Agency shall return to SMCTC the total sum of those unauthorized expenditures within sixty (60) days of receipt of written notice from SMCTC.

8. Ownership of Facilities and Equipment. Member Agency shall own and be solely responsible for any facilities, equipment, or other items that it acquires with PEG Fee funding provided to it pursuant to this Agreement. SMCTC shall have no obligations, and shall bear no costs, with respect to any facilities, equipment, or other items that Member Agency acquires with such PEG Fee funding.

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

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

11. Effective Date of Agreement. This Agreement shall be effective on the date next to the signature of the Executive Director of the SMCTC, as authorized by the SMCTC Board on the 3rd of June 2021.

12. Terms. The term of the PEG Fee funding Agreement ends June 30, 2022.

MEMBER AGENCY

By: _____

Title: _____

Date: _____

**SACRAMENTO METROPOLITAN
CABLE TELEVISION COMMISSION**

By: _____

Title: _____

Date: _____

EXHIBIT A

**MEMBER AGENCY
FISCAL YEAR 2021-22 PEG FEE FUNDING REQUEST**

DRAFT

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

RESOLUTION NO. 2021-008

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

NOW THEREFORE, BE IT RESOLVED AND ORDERED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION, a Joint Powers Agency of the State of California, that the Commission hereby approves the Pro-Forma Annual Funding and Performance Agreement for Channel Licensees of the Sacramento Metropolitan Cable Television Commission as recommended by staff; and

FURTHER BE IT RESOLVED AND ORDERED that the Commission's Board of Directors hereby approves the Fiscal Year 2021-22 Funding and Performance Agreement as submitted for the purpose of providing funding for the Channel Licensees for the period of July 1, 2021 to June 30, 2022; and

FURTHER BE IT RESOLVED AND ORDERED that the Commission's Executive Director is hereby authorized and directed to prepare and execute the Agreements with the Channel Licensees of the Sacramento Metropolitan Cable Television Commission, with the allowance for changes within the budget authority; and

FURTHER BE IT RESOLVED AND ORDERED that the funding for certain items that are deemed questionable for funding with Public Education and Government (PEG) Channel Facilities Fees by the Commission's Executive Director, in consultation with Commission's Legal Counsel, is contingent upon the provision of the necessary documentation to substantiate PEG eligibility to the satisfaction of the Executive Director in consultation with Legal Counsel; and

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

On a motion by Director _____, seconded by Director _____, the foregoing Resolution was passed and adopted by the Governing Board of the Sacramento Metropolitan Cable Television Commission, State of California, this 3rd day of June 2021, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chair of the Board

ATTEST:

Clerk of the Board

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION
PRO FORMA ANNUAL FUNDING AND PERFORMANCE
AGREEMENT FOR CHANNEL LICENSEE
FISCAL YEAR 2021-22

THIS AGREEMENT is between the **Sacramento Metropolitan Cable Television Commission** (“SMCTC”) and (INSERT CHANNEL LICENSEE NAME HERE) (“Licensee”). It is supplemental to that certain agreement between the same parties entitled **LICENSE AND OPERATIONS AGREEMENT PERTAINING TO USE OF COMMUNITY PROGRAMMING CHANNEL(S)** (the “Licensing Agreement”) which was effective as of November 6, 2003, and which was subsequently amended to extend the Agreement through and including June 30, 2021.

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

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

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

C. SMCTC has received a proposal from Licensee for funding. SMCTC hereby approves the proposal as modified based on review by Legal Counsel of eligible PEG equipment/facilities, and as approved by the Board. A copy of the Licensee proposal which is in the possession of SMCTC is hereby incorporated by this reference.

WHEREFORE, THE PARTIES AGREE:

1. **Payment to Licensee.**

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

FISCAL YEAR 2021-22	
(INSERT LICENSEE NAME) – Operations	\$ _____
(INSERT LIC. NAME) – Capital Facilities (PEG Fees)	\$ _____
(LICENSEE PROJECT NAME) Base - Operations	\$ _____
(LICENSEE PROJECT NAME) Base - Operations	\$ _____
Capital and Facilities (PEG Fees)	\$ _____
TOTAL FISCAL YEAR 2021-22 FUNDING	\$ _____

The above payments will be made on or about August 31, 2021 and February 28, 2022.

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

3. Payment Contingent on Receipt of Fees. Licensee understands that the amount specified in Section 1 will be paid to Licensee out of the franchise and/or licensing fees and/or PEG fees collected by SMCTC from cable television operators. SMCTC shall be under no obligation to pay to Licensee the amount stated in Section 1, or any other amount, unless SMCTC receives sufficient fees to make such payment. Licensee further understands that other licensees may, or have, submitted proposals for operation of the channel(s) licensed to them and that SMCTC may, or has, approved such proposals, and that SMCTC may sign, or has signed, funding agreements with them.

In the event SMCTC receives some, but not all, of the fees necessary to fund all funding agreements, each licensee shall receive its *pro rata* share of the available funds based on the percentage each individual licensee's approved dollar amount under its funding agreement bears to the total dollar amount of all funding agreements.

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

Since applicable law does not specifically define those expenses that qualify as capital costs, SMCTC has developed a working definition of the types of expenses that it believes qualify for the use of PEG Fee Funding. SMCTC reserves the right to modify its working definition as the law on this topic develops. In accordance with SMCTC's working definition, PEG Fee funding may be used for the following expenditures: purchase of equipment, rental of facilities, purchase of software, and tangible goods provided that a CPA certifies that the tangible goods qualify as capital expenditures pursuant to standard accounting practices. PEG Fee funding may not be used for the following expenditures: operations, training, maintenance, maintenance contracts/agreements, employment of staff, and hiring of persons to perform services.

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

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

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

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

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

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

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

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

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

9. Term. The term of the Funding Agreement ends June 30, 2022.

(INSERT CHANNEL LICENSEE NAME)

SACRAMENTO METROPOLITAN
CABLE TELEVISION COMMISSION

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

FISCAL YEAR 2021-22
ANNUAL PERFORMANCE AGREEMENT

THIS AGREEMENT is between the Sacramento Metropolitan Cable Television Commission ("SMCTC") and Interfaith Council of Greater Sacramento, DBA Sacramento Faith TV ("Licensee"). It is supplemental to that certain agreement between the same parties entitled **LICENSE AND OPERATIONS AGREEMENT PERTAINING TO USE OF COMMUNITY PROGRAMMING CHANNEL(S)** ("the Licensing Agreement") which was effective as of November 6, 2003, and which was subsequently amended on June 1, 2006, June 3, 2010, October 4, 2012, June 5, 2014, June 4, 2015, June 2, 2016, July 19, 2017, June 28, 2018, June 6, 2019, and June 18, 2020.

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

- A. SMCTC and Licensee have entered into the Licensing Agreement. The Licensing Agreement provides Licensee the right to use one (or more) cable television channels which SMCTC controls for television programming which is beneficial to the public, subject to certain terms and conditions.
- B. The purpose of this Agreement is to approve Licensee's operation of the cable television channel licensed to it under the Licensing Agreement.
- C. SMCTC has reviewed a proposal from Licensee for operations. SMCTC hereby approves the proposal. A copy of the approved proposal which is in the possession of SMCTC is hereby incorporated by this reference.

WHEREFORE, THE PARTIES AGREE:

- 1. **Licensing Agreement.** In addition to operating in accordance with the approved proposal, Licensee agrees to be bound by all terms and conditions of the Licensing Agreement, which are incorporated by this reference, as though they were fully set forth herein. A breach of the Licensing Agreement shall automatically be considered a breach of this Agreement and *vice versa*.
- 2. **No right of action.** Licensee understands and agrees that it has no right of judicial action against SMCTC under this Agreement. Such judicial actions include those at law and/or equity, including, but not limited to, any action to compel payment of any funds, any action for general or special damages, or otherwise.
- 3. **Effective Date of Agreement.** This Agreement shall be first executed by the Licensee. It shall be effective on the date next to the signature of the Executive Director of SMCTC after the Executive Director has been authorized to execute it by SMCTC.
- 4. **Term.** The term of the Agreement ends June 30, 2022.

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

**SACRAMENTO METROPOLITAN
 CABLE TELEVISION COMMISSION**

By: _____
 Title: _____
 Date: _____

By: _____
 Title: _____
 Date: _____

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

RESOLUTION NO. 2021-009

A RESOLUTION APPROVING AN AMENDMENT TO THE
CLOSED CAPTIONING SERVICES AGREEMENT

NOW THEREFORE, BE IT RESOLVED AND ORDERED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION that the Commission approves the Amendment to the attached Closed Captioning Services Agreement with Aberdeen Captioning, Inc., a California corporation.

FURTHER BE IT RESOLVED that the Commission's Executive Director be and is hereby authorized to execute the amended agreement in the form hereto attached, on behalf of the SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION, a Joint Powers Agency of the State of California.

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

On a motion by Director _____, seconded by Director _____, the foregoing Resolution was passed and adopted by the Governing Board of the Sacramento Metropolitan Cable Television Commission, State of California, this 3rd day of June 2021, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chair of the Board

ATTEST:

Clerk of the Board



SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

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

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

ATTACHMENT 11

FISCAL YEAR 2021-22 AMENDMENT TO CLOSED CAPTIONING SERVICES AGREEMENT

THIS AMENDMENT is made and entered into this _____ day of _____ 2021, amending that certain Agreement for Closed Captioning Services ("Agreement"), dated June 21, 2019, by and between the **SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION**, a Joint Powers Agency, and **ABERDEEN CAPTIONING, INC.**, a California corporation.

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

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

TIME OF PERFORMANCE

"This Agreement shall be effective **July 1, 2021** and shall terminate on **June 30, 2022**, unless extended by written mutual agreement of the parties executed prior to the expiration of this Agreement, or unless it is sooner terminated or canceled as provided in this Agreement. Contractor will commence to provide services July 1, 2021 upon execution of this Amendment to Closed Captioning Services Agreement."

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

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

ABERDEEN CAPTIONING, INC.

**SACRAMENTO METROPOLITAN
CABLE TELEVISION COMMISSION**

Becky Isaacs, Executive Vice President

Robert A. Davison, Executive Director



SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

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

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

ATTACHMENT 12

FISCAL YEAR 2021-22 AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

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

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

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

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

ATRIUM 916

**SACRAMENTO METROPOLITAN
CABLE TELEVISION COMMISSION**

Shira Lane, Executive Director

Robert A. Davison, Executive Director



SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

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

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

ATTACHMENT 13

FISCAL YEAR 2021-22 SECOND AMENDMENT TO PEG FEE FUNDING AGREEMENT FOR REGIONAL TRANSIT

THIS AMENDMENT is made and entered into this _____ day of _____ 2021, amending that certain Agreement for PEG Fee Funding ("Agreement"), dated March 10, 2021, by and between the **SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION**, a Joint Powers Agency, and **REGIONAL TRANSIT** ("SacRT").

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

1. **Section 12 of Agreement** is amended to read as follows:

TERMS

"The term of PEG Fee Funding Agreement ends June 30, 2022."

2. **The first sentence of Section 6 of the Agreement** is amended to read as follows:

"No later than the expiration of this Agreement, Agency shall submit a copy of all invoices and receipts reflecting the expenditures made with such funds during the preceding fiscal year, a request for reimbursement from funds identified in Section 1 above and such other information as SMCTC may require."

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

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

REGIONAL TRANSIT

**SACRAMENTO METROPOLITAN
CABLE TELEVISION COMMISSION**

Henry Li, General Manager/CEO

Robert A. Davison, Executive Director

- b. Metro Cable must receive authorized official requests for cablecasting in writing (yearly or bi-annual calendar request is recommended). Request includes date, time, location, and estimated duration of meeting.
- c. Commission equipment and staff availability subject to prior commitments to cover other public meetings. Requests with less than 30 days' advance notice may be difficult to accommodate. Advance scheduling is greatly encouraged.
- d. Scheduling of the hearings for cablecast on Metro Cable 14 will not preempt the cablecasting of regularly scheduled public meetings. Member agency meetings are priorities in terms of coverage, broadcast scheduling, and staffing to cover meetings. Prior commitments are honored in terms of scheduling recordings and cablecasts.
- e. Meetings broadcast live have one additional guaranteed replay. Recorded meetings have two guaranteed broadcasts.
- f. The [AGENCY NAME] shall reimburse the Commission for each meeting Two Hundred Dollars (\$200) for all services provided under this Agreement. If User provides Metro Cable a video file for broadcast, User does not pay a flat fee, but is charged only for Metro Cable staff time for programming. Additional charges identified in Section 1 shall be billed at the Commission's actual cost plus a ten percent administrative fee. Notwithstanding the foregoing, the use of the Commission's production van as part of video services shall be charged Two Hundred Dollars (\$200) for each meeting.
- g. [AGENCY NAME] shall submit payment within 30 days of invoice date. Commission may bill User on a monthly, quarterly or annually basis at its discretion.



SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

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

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

ATTACHMENT 14

AMENDMENT TO AGREEMENT FOR CABLECASTING SERVICES

[AGENCY NAME]

THIS AMENDMENT is made and entered into this _____ day of _____ 2021, amending that certain Agreement for Cablecasting Services, dated _____ and as it may have been amended previously ("Agreement"), by and between the **SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION**, a Joint Powers Agency, and [AGENCY NAME] (hereafter, "Agency").

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

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

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

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

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

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

Date

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

Date



SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

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

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

ATTACHMENT 15

FISCAL YEAR 2021-22 PROPOSED STAFFING*

Contracted Position					
Executive Director	Per Contract with the County of Sacramento				
Full-Time Positions (Administration)					
Job Title	Step 5	Step 6	Step 7	Step 8	Step 9
Administrative Services Officer III	--	--	\$9,025.42	\$9,476.00	\$9,949.33
Administrative Services Officer I	\$5,496.67	\$5,771.58	\$6,060.42	\$6,363.17	\$6,681.58
Senior Office Specialist (Confidential)	\$4,212.50	\$4,423.08	\$4,644.08	\$4,875.50	\$5,119.03
Senior Office Assistant	\$3,427.83	\$3,600.08	\$3,779.25	\$3,968.92	\$4,167.33
Full-Time Positions (Metro Cable)					
Job Title	Step 1	Step 2	Step 3	Step 4	Step 5
Production Director	\$4,931.31	\$5,068.66	\$5,436.78	\$5,708.62	\$5,994.05
Programming Coordinator	\$4,219.01	\$4,429.95	\$4,651.47	\$4,884.05	\$5,128.24
Technical Coordinator	\$4,219.01	\$4,429.95	\$4,651.47	\$4,884.05	\$5,128.24
Technical Assistant	\$3,180.46	\$3,347.87	\$3,524.08	\$3,709.56	\$3,904.79
Part-Time Positions (Metro Cable)					
Job Title	Step 1	Step 2	Step 3	Step 4	Step 5
Production Assistant I	--	-	--	--	\$13.23
Production Assistant II	\$14.59	\$15.32	\$16.10	\$16.89	\$17.72
Production Assistant III	\$16.10	\$16.89	\$17.72	\$18.58	\$19.48

*Does not include COLA granted to the ASO III/ASO I/SOS Confidential /SOA-aligned positions by the County of Sacramento in FY 2021-22.

ATTACHMENTS 16-22

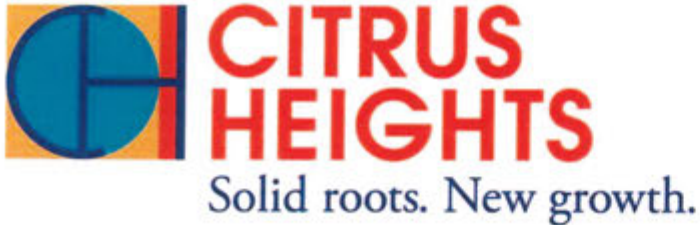
FISCAL YEAR 2021-22

PEG FEE FUNDING

REQUESTS

(MEMBER AGENCIES)

CITRUS HEIGHTS



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

www.citrusheights.net

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

April 30, 2021

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

RE: Fiscal Year 2021-2022 Funding Request for PEG Equipment Projects

Dear Robert Davison:

On behalf of the City of Citrus Heights, I am submitting our request for FY 2021-2022 Public, Educational, and Government (PEG) Fee Funding for consideration by the Sacramento Metropolitan Cable Commission Board. The City is requesting items to replace outdated equipment that is reaching its end-of-life and should be replaced. Attached is an itemized list of equipment requested for FY 21-22 totaling \$12,811.20.

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

Sincerely,

Amy Van
City Clerk

cc: Christopher W. Boyd, City Manager

**FISCAL YEAR 2021-22 PEG FEE FUNDING REQUEST
(PEG Equipment/Facilities)**


MEMBER AGENCY: City of Citrus Heights

Item	Description	Quantity	Unit Price	Sales Tax	10% Contingency	TOTAL	Installation	Warranty	GRAND TOTAL
1	TVlogic - RKM-290A - Dual SDI Monitor w/CC	1	\$ 3,240.00	\$ 251.90	\$ 324.00	\$ 3,815.10	\$ -	\$ -	\$ 3,815
2	AJA - Pak 2000 - 2TB SSD for KiPro Ultra	1	\$ 1,795.00	\$ 139.11	\$ 179.50	\$ 2,113.61	\$ -	\$ -	\$ 2,114
3	AJA - OG-3G-AMA - Audio Embedder	1	\$ 795.00	\$ 61.61	\$ 79.50	\$ 936.11	\$ -	\$ -	\$ 936
4	Replacement UPS - 1500 VA	1	\$ 1,125.00	\$ 87.19	\$ 112.50	\$ 1,324.69	\$ -	\$ -	\$ 1,325
5	Replacement UPS - 2200 VA	1	\$ 1,850.00	\$ 143.38	\$ 185.00	\$ 2,178.38	\$ -	\$ -	\$ 2,178
6	Replacement UPS - 3000 VA	1	\$ 2,075.00	\$ 160.81	\$ 207.50	\$ 2,443.31	\$ -	\$ -	\$ 2,443
7		1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8		1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9		1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10		1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11		1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12		1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13		1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14		1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15		1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16		1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17		1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

TOTAL FISCAL YEAR 2021-22 PEG EQUIPMENT FUNDING REQUEST: \$ 12,811.20 \$ - \$ - \$ 12,811.20

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

Tax Rate: 7.75%


Signature

Amy Van, City Clerk

Name & Title:

4/30/2021

Date:

ELK GROVE

**NO REQUEST SUBMITTED BY
CITY OF ELK GROVE FOR
FY 2021-22 PEG FEE FUNDING**

FOLSOM



Efrem Richardson
Information Systems Manager

CITY OF
FOLSOM
DISTINCTIVE BY NATURE

April 21, 2021

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

RE: Peg Funding Request 2021-22

To Whom It May Concern,

Please consider this letter from the City of Folsom requesting 9,120.00 in PEG Funding for the 2021 -22 funding year for our Communications Department. Video production and editing equipment being requested will enhance the City of Folsom's ability to produce high quality programming and PSAs. We would also like to replace the aging equipment in our control room per Metro Cable recommendations to enhance and continue their support of City of Folsom Council Meetings.

We are requesting \$5,783.66 in funding, which includes a 10% contingency for Metro Cable's request. This is to address the recommendations of Metro Cable on behalf of the City of Folsom. The grand total being requested for FY 2021-22 is \$14,903.66

Thank you for your consideration of this request.

Sincerely,

A handwritten signature in cursive script that reads "Efrem Richardson".

Efrem Richardson
Information Systems Manager
City of Folsom

FISCAL YEAR 2021-22 PEG FEE FUNDING REQUEST
(PEG Equipment/Facilities)

MEMBER AGENCY: City of Folsom

Item	Description	Quantity	Unit Price	Sales Tax	10% Contingency	TOTAL	Shipping	Installation	Warranty	GRAND TOTAL
1	AJA - KiPro Ultra Power Supply	1	\$ 79.00	\$ 6.12	\$ 7.90	\$ 93.02	\$ -	\$ -	\$ -	\$ 93
2	AJA - OC-X-PS - openGear Power Supply	1	\$ 685.00	\$ 53.09	\$ 68.50	\$ 806.59	\$ -	\$ -	\$ -	\$ 867
3		1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	APC - Replacement Battery Cartridge (If needed)	1	\$ 332.02	\$ 25.73	\$ 33.20	\$ 390.95	\$ -	\$ -	\$ -	\$ 391
5	Add Fiber or Coax Connectivity Between Control Room and Telco Closet	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	Rack Mount POE switch for Dante	1	\$ 399.00	\$ 30.91	\$ 39.90	\$ 469.81	\$ -	\$ -	\$ -	\$ 470
7	Shure - 4 output block connector Mic/Line	1	\$ 585.00	\$ 45.34	\$ 58.50	\$ 688.84	\$ -	\$ -	\$ -	\$ 689
8	Cables connectors	1	\$ 50.00	\$ 3.88	\$ 5.00	\$ 58.88	\$ -	\$ -	\$ -	\$ 59
9	Shipping	1	\$ -	\$ -	\$ -	\$ -	\$ 85.00	\$ -	\$ -	\$ 85
10	DSP Audio Programming	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500
11	Technical Services -Onsite Installations	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,750.00	\$ -	\$ 1,750
12	Ikan Elite Pro Universal Tablet Teleprompter with Remote	1	\$ 799.00	\$ 61.92	\$ 79.90	\$ 940.82	\$ -	\$ -	\$ -	\$ 941
13	Apple 11" iPad Pro 128gb	1	\$ 799.00	\$ 61.92	\$ 79.90	\$ 940.82	\$ -	\$ -	\$ -	\$ 941
14	Sony Alpha a7C Mirrorless Digital Camera	1	\$ 1,798.00	\$ 139.35	\$ 179.80	\$ 2,117.15	\$ -	\$ -	\$ -	\$ 2,117
15	LaCie 4TB 1big Dock SSD Pro	1	\$ 2,499.00	\$ 193.67	\$ 249.90	\$ 2,942.57	\$ -	\$ -	\$ -	\$ 2,943
16	New XPS 15 Touch Laptop	1	\$ 2,649.00	\$ 205.30	\$ 264.90	\$ 3,119.20	\$ -	\$ -	\$ -	\$ 3,119
17		1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

TOTAL FISCAL YEAR 2021-22 PEG EQUIPMENT FUNDING REQUEST:						\$ 12,568.66		\$ 2,250.00	\$ -	\$ 14,903.66
Please attach vendor quotes / supporting documentation for all of the items requested above.						Tax Rate:		7.75%		



 Signature

EILEEN RICHARDSON

 Name & Title:

4-26-21

 Date:

GALT



I.T Department

May 3rd, 2021

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

Re: Public, Education, and Government (PEG) Facilities and
Equipment Funding Request Fiscal Year 2021 -2022

Dear Ms. Liu:

This letter constitutes the City of Galt's PEG funding request for FY 2021 -2022. Internal and external personnel have been consulted to go over technology needs for the City Council Chambers associated with the Metro Cable broadcast. Based on feedback and recommendations we received from Metro Cable engineers who operate the video system during Council meetings, internal City of Galt staff and from our viewers, we are proposing the following new requests for funding to improve the viewer experience.

#1 FY 21-22 Request - Control Room Improvements: \$16698.52

Goal:

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

Plan:

- We are adding a AJA - KiPro Ultra Shelf
- We are adding an AJA - KiPro Ultra Power Supply
- We are adding an AJA - OG-X-FR - openGear Frame
- We are adding an AJA - OG-X-PS - openGear Power Supply
- We are adding an AJA - OG-3G-AMA - Audio Embedder
- We are adding an AJA - OG-3GDA-1X9 - SDI DA
- We are adding an Furman - Merit M-8S - Power Sequencer
- We are adding an For.A - HVS-100DO - HD/SD-SDI Output Card
- We are adding an Decimator - MD-HX - HDMI/SDI Converter
- We are adding an TVlogic - RMK-17A - Rackmount Kit for LVM-170A
- We are adding an Blackmagic - Web Presenter - SDI/HDMI Capture
- Request #1 also includes the wiring and configuration charges necessary to make the above equipment operational

#2 FY 21-22 Request - Council Chambers Improvements: \$0

Goal 1:

No improvements in the Council Chambers at this time.

380 Civic Drive, Galt, California 95632-2039 P (209) 366-7150 F (209) 744-2253
finance@ci.galt.ca.us www.ci.galt.ca.us

#-3 FY 21-22 Request - Miscellaneous (Other): \$0

Goal:

None

Plan:

Fiscal Year 21-22 PEG Fee Funding Requests Summary

<u>Project Location</u>	<u>Description</u>	<u>Total</u>	<u>Status</u>
Control Room	Improvements	\$16,635.48	Unfunded
Council Chambers	Improvements	\$0	Partially Funded
Miscellaneous	Items	\$0	Unfunded
Tax	Calculated@ 8.25%	\$523.96	Unfunded

Member Agency Requests Total for FY 2021/2022 **\$17,159.44**

If you have any questions or concerns regarding this request, please contact Michael Lenford, Interim IT Manager, at 209 -366-7199 or mtenford@cityofgalt.org.

Sincerely,
Michael Lenford

Michel
Lenford
Interim IT
Manager

C: Lorenzo Hines, City Manager
Claire Tyson, Finance Director
Tina Hubert , Assistant City Clerk

**FISCAL YEAR 2021-22 PEG FEE FUNDING REQUEST
(PEG Equipment/Facilities)**

MEMBER AGENCY: City of Galt

Item	Description	Quantity	Unit Price	Sales Tax	10% Contingency	TOTAL	Installation	Warranty	GRAND TOTAL
1	AJA - KiPro Ultra Shelf	1	\$ 79.00	\$ 6.52	\$ 7.90	\$ 93.42	\$ -	\$ -	\$ 93
2	AJA - KiPro Ultra Power Supply	1	\$ 79.00	\$ 6.52	\$ 7.90	\$ 93.42	\$ -	\$ -	\$ 93
3	For.A - HVS-100DO - HD/SD-SDI Output Card	1	\$ 1,605.50	\$ 132.45	\$ 160.55	\$ 1,898.50	\$ -	\$ -	\$ 1,899
4	Decimator - MD-HX - HDMI/SDI Converter	1	\$ 295.00	\$ 24.34	\$ 29.50	\$ 348.84	\$ -	\$ -	\$ 349
5	TVlogic - RMK-17A - Rackmount Kit for LVM-170A	1	\$ 130.50	\$ 10.77	\$ 13.05	\$ 154.32	\$ -	\$ -	\$ 154
6	Blackmagic - Web Presenter - SDI/HDMI Capture	1	\$ 395.00	\$ 32.59	\$ 39.50	\$ 467.09	\$ -	\$ -	\$ 467
7	AJA - OG-X-FR - openGear Frame	1	\$ 1,449.00	\$ 119.54	\$ 144.90	\$ 1,713.44	\$ -	\$ -	\$ 1,713
8	AJA - OG-X-PS - openGear Power Supply	1	\$ 679.00	\$ 56.02	\$ 67.90	\$ 802.92	\$ -	\$ -	\$ 803
9	AJA - OG-3G-AMA - Audio Embedder	2	\$ 795.00	\$ 65.59	\$ 159.00	\$ 1,880.18	\$ -	\$ -	\$ 1,880
10	AJA - OG-3GDA-1X9 - SDI DA	2	\$ 495.00	\$ 40.84	\$ 99.00	\$ 1,170.68	\$ -	\$ -	\$ 1,171
11	Move Cameras and ID	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	Zoom PC Integration	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	Split Microphones and Presentation Audio	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	Furman - Merit M-8S - Power Sequencer	1	\$ 349.00	\$ 28.79	\$ 34.90	\$ 412.69	\$ -	\$ -	\$ 413
15	Power Reorganization	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16		1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17		1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18		1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19		1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20		1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21					\$ -				
22	McWhirter AudioVisual Inc. The above-listed work (including materials) will be performed Quote added.	1	\$ -	\$ -	\$ -	\$ -	\$ 7,600.00	\$ -	\$ 7,600
TOTAL FISCAL YEAR 2021-22 PEG EQUIPMENT FUNDING REQUEST:						\$ 9,035.48	\$ 7,600.00	\$ -	\$ 16,635.48
Please attach vendor quotes / supporting documentation for all of the items requested above.						Tax Rate:	8.25%		

Michael E. Lenford

Signature

Michael E. Lenford Interim IT Manager

Name & Title:

5/3/2021

Date:

RANCHO CORDOVA



April 29, 2021

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

Subject: 2021-2022 PEG Funding Request

We are respectfully requesting funding for equipment to further enhance and support video conferencing and social distancing for Rancho Cordova City Council meetings due to COVID-19. The additional equipment will enhance meeting accessibility for the City Council, staff and public. The total PEG funding request for FY21-22 is **\$106,224.81** including a 10% contingency for unknowns.

The primary goal in the FY21-22 fiscal year is to further enhance our ability to maintain cohesive council meetings while delivering remote public meetings and remaining socially distanced. We are requesting funding to install and upgrade to proper Zoom compatible equipment in our large conference rooms to properly facilitate this need. We view the use of these conference rooms as a requirement to support remote meetings due to the impact of COVID-19 that will impact us throughout this fiscal year and possibly longer.

This request also includes recommendations from Cable Commission staff to enhance the A/V room / broadcast control.

Lastly, a portion of this request is also for updating the CAD drawings and documentation regarding new A/V equipment. The work will require programming of the control systems and the installation of all components.

Attached you will find the cost breakdown and quotes.

Thank you,

A handwritten signature in black ink, appearing to be "D. McCoy", written over a horizontal line.

David McCoy
Senior IT Analyst
City of Rancho Cordova

**FISCAL YEAR 2021-22 PEG FEE FUNDING REQUEST
(PEG Equipment/Facilities)**

MEMBER AGENCY: City of Rancho Cordova

Item	Description	Quantity	Unit Price	Sales Tax	net Contingency	TOTAL	Installation	Warranty	GRAND TOTAL
Council Chambers									
1	AJA - KiPro Ultra 12G - Recorder and Player	1	\$ 3,995.00	\$ 349.56	\$ 399.50	\$ 4,744.06	\$ -	\$ -	\$ 4,744.06
2	AJA - KiPro Ultra Shelf	1	\$ 79.00	\$ 6.91	\$ 7.90	\$ 93.81	\$ -	\$ -	\$ 93.81
3	AJA - KiPro Ultra Power Supply	1	\$ 79.00	\$ 6.91	\$ 7.90	\$ 93.81	\$ -	\$ -	\$ 93.81
4	AJA - Pak 2000 - 2TB SSD for KiPro Ultra	2	\$ 1,795.00	\$ 157.06	\$ 359.00	\$ 4,263.13	\$ -	\$ -	\$ 4,263.13
5	AJA - Pak-Dock - Dock for KiPro Ultra Drives	1	\$ 295.00	\$ 25.81	\$ 29.50	\$ 350.31	\$ -	\$ -	\$ 350.31
6	AJA - OG-X-PS - openGear Power Supply	1	\$ 685.00	\$ 59.94	\$ 68.50	\$ 813.44	\$ -	\$ -	\$ 813.44
7	Furman - Merit M-85 - Power Sequencer	1	\$ 277.20	\$ 24.26	\$ 27.72	\$ 329.18	\$ -	\$ -	\$ 329.18
8	APC - Replacement Battery Cartridge (if needed)	1	\$ 321.02	\$ 28.18	\$ 32.10	\$ 381.40	\$ -	\$ -	\$ 381.40
9	QSC 8 Channel Amplifier - Dias Speaker Zones	1	\$ 2,045.67	\$ 179.00	\$ 204.57	\$ 2,429.23	\$ -	\$ -	\$ 2,429.23
10	QSC 8 Channel Amplifier - Audience/Lobby Speaker Zones	1	\$ 2,045.67	\$ 179.00	\$ 204.57	\$ 2,429.23	\$ -	\$ -	\$ 2,429.23
American River Rooms									
11	TesiraFORTE DSP fixed I/O server with 12 analog inputs, 8 analog outputs, 8 channels, configurable USB	1	\$ 2,833.65	\$ 247.94	\$ 283.37	\$ 3,364.96	\$ -	\$ -	\$ 3,364.96
12	Shure 15" Shock-Mounted Gooseneck Cardioid with Bi-Color Status Indicator includes surface mount	9	\$ 280.00	\$ 24.50	\$ 252.00	\$ 2,992.50	\$ -	\$ -	\$ 2,992.50
13	Shure - Desktop Transceiver	9	\$ 540.00	\$ 47.25	\$ 486.00	\$ 5,771.25	\$ -	\$ -	\$ 5,771.25
14	Handheld Transmitter with BETA58B Microphone (includes One SB902 Battery)	2	\$ 600.75	\$ 52.57	\$ 120.15	\$ 1,426.78	\$ -	\$ -	\$ 1,426.78
15	Shure - 4-CH Access Point Transceiver	1	\$ 2,452.95	\$ 214.63	\$ 245.30	\$ 2,912.88	\$ -	\$ -	\$ 2,912.88
16	Shure - 8-CH Access Point Transceiver	1	\$ 3,172.50	\$ 277.59	\$ 317.25	\$ 3,767.34	\$ -	\$ -	\$ 3,767.34
17	Shure - 8-CH Networked Charging Station	1	\$ 1,653.75	\$ 144.70	\$ 165.38	\$ 1,963.83	\$ -	\$ -	\$ 1,963.83
18	Vaddio - RoboSHOT 30E HDBT OneLINK Bridge System Elite Series cameras are professional A/V	2	\$ 5,838.22	\$ 510.84	\$ 1,467.64	\$ 13,865.77	\$ -	\$ -	\$ 13,865.77
19	Crestron Flex Video Conference System Integrator Kit with a Wall Mounted Control Interface for Zoom	2	\$ 3,780.00	\$ 330.75	\$ 756.00	\$ 8,972.50	\$ -	\$ -	\$ 8,972.50
20	Lowell iRU 15" x 15" drawer for Crestron Zoom Engine	2	\$ 140.00	\$ 12.25	\$ 28.00	\$ 332.50	\$ -	\$ -	\$ 332.50
21	4K HDR 8x8 HDMI Matrix Switcher	1	\$ 4,715.00	\$ 413.44	\$ 471.50	\$ 5,610.94	\$ -	\$ -	\$ 5,610.94
22	QSC 4 Channel iRU Amplifier w/ load selector for driving 4 7, 8 7, 70 V or 100 V on each channel	1	\$ 1,288.01	\$ 112.70	\$ 128.80	\$ 1,529.51	\$ -	\$ -	\$ 1,529.51
Titian Room									
23	Ceiling Array Microphone with Shure® IntelliMix® DSP Suite, White	2	\$ 3,958.68	\$ 346.38	\$ 791.74	\$ 9,401.87	\$ -	\$ -	\$ 9,401.87
24	4-Output, Block connectors, Mic/Line Dante™ Audio Network Interface with PEG and Audio Summing	1	\$ 585.00	\$ 51.19	\$ 58.50	\$ 694.69	\$ -	\$ -	\$ 694.69
Community Conference Room									
25	Ceiling Array Microphone with Shure® IntelliMix® DSP Suite, White	2	\$ 3,958.68	\$ 346.38	\$ 791.74	\$ 9,401.87	\$ -	\$ -	\$ 9,401.87
26	4-Output, Block connectors, Mic/Line Dante™ Audio Network Interface with PEG and Audio Summing	1	\$ 607.50	\$ 53.16	\$ 60.75	\$ 721.41	\$ -	\$ -	\$ 721.41
Common Installation Costs									
27	Misc cables and connectors	1	\$ 350.00	\$ 30.63	\$ 35.00	\$ 415.63	\$ -	\$ -	\$ 415.63
28	Shipping	1	\$ -	\$ -	\$ -	\$ -	\$ 1,145.00	\$ -	\$ 1,145.00
29	Programming	1	\$ -	\$ -	\$ -	\$ -	\$ 5,200.00	\$ -	\$ 5,200.00
30	Technical Services - Onsite Installation	1	\$ -	\$ -	\$ -	\$ -	\$ 10,800.00	\$ -	\$ 10,800.00
TOTAL FISCAL YEAR 2021-22 PEG EQUIPMENT FUNDING REQUEST:						\$ 89,073.81	\$ 17,145.00	\$ -	\$ 106,218.81
							Tax Rate	8.75%	

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


Signature

David McCoy - Senior IT Analyst

04/29/2021

SACRAMENTO
(CITY HALL)

April 30, 2021

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

Re: **City of Sacramento – FY 2021-22 PEG Fee Funding Request,
Council Chambers Audio Video Upgrade**

Dear Mr. Davidson:

The City of Sacramento is requesting **\$92,266.80** in FY 2021-22 PEG fee funding from the Sacramento Metropolitan Cable Television Commission for our Council Chambers.

The City of Sacramento is requesting \$92,266.80, for audio video upgrades to our Council Chambers. These upgrades include interfacing our Council Meetings audio and video systems into Zoom as well as interfacing our Zoom PC into the chambers, installing a solid-state audio video recorder, and upgrading audio video hardware recommended by Metro Cable.

FY 2021-22 PEG FEE Funding Needs:

The combined installation and commissioning of the video and audio equipment in the Council Chambers along with contingencies are:

1. Council Chambers audio video upgrades, EKC	\$40,904.26
2. Council Chambers solid state recorder CDWG	\$1,676.32
3. Council Chambers audio integration to Zoom AVI	\$156.00
4. Taxes	\$3,739.45
5. 10% Contingency	\$4,273.66
6. Labor and shipping	\$41,517.11
Grand Total	\$92,266.80

Project Scope:

Council Chambers

The City Hall Council Chambers, until recent, has never been fully integrated into Zoom. Zoom was adopted early last year as our streaming service, to allow council members to join remotely into council meetings. The integration performed by AVI SPL allowed for a seamless integration for remote council members. This required interfacing a Zoom PC's audio feed into our chambers amplified audio system and reprogramming our Crestron control system. This allows our media control specialist to control audio levels from remote Zoom participants and callers. Additionally, we found the need to migrate away from DVD's to a solid state video recording solution. The solution, AJA HELO Capture, will allow us to transfer council meetings to our stream service, Granicus, in the event of a hardware malfunction. This hardware has been procured and installed. Also, following the recommendation from Metro Cable staff, we will be migrating to a new video router, installing various digital distribution amplifiers and converters, as well as upgrading our assisted listening devices. EKC has provided an estimate to procure and integrate these items. I have included a copy of their estimate in our request.

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

Sincerely,



Manuel Martinez
IT Supervisor
City of Sacramento

Enc. Member Agency PEG Fee Funding Request Form (FY 2021-22)

EKC Quotes
CDWG Quote
AVI SPL invoice

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

**FISCAL YEAR 2021-22 PEG FEE FUNDING REQUEST
(PEG Equipment/Facilities)**

MEMBER AGENCY: City of Sacramento (Council Chambers)

Item	Description	Quantity	Unit Price	Sales Tax	10% Contingency	TOTAL	Installation	Warranty	GRAND TOTAL
1	AJA - KiPro Ultra 12G - Recorder and Player	2	\$ 3,962.54	\$ 346.72	\$ 792.51	\$ 9,411.03	\$ -	\$ -	9,411.03
2	AJA - KiPro Ultra Shelf	1	\$ 78.34	\$ 6.85	\$ 7.83	\$ 93.03	\$ -	\$ -	93.03
3	AJA - KiPro Ultra Power Supply	2	\$ 78.34	\$ 6.85	\$ 15.67	\$ 186.06	\$ -	\$ -	186.06
4	AJA - Pak 2000 - 2TB SSD for KiPro Ultra	4	\$ 1,780.40	\$ 155.79	\$ 712.16	\$ 8,456.90	\$ -	\$ -	8,456.90
5	AJA - Pak-Dock - Dock for KiPro Ultra Drives	1	\$ 254.43	\$ 22.26	\$ 25.44	\$ 302.14	\$ -	\$ -	302.14
6	AJA - Kumo-6464 - SDI Router	1	\$ 7,930.04	\$ 693.88	\$ 793.00	\$ 9,416.92	\$ -	\$ -	9,416.92
7	AJA - Kumo-PWR - SDI Router Power Supply	2	\$ 94.23	\$ 8.25	\$ 18.85	\$ 223.80	\$ -	\$ -	223.80
8	AJA - Kumo-CP2 - SDI Router Panel	1	\$ 887.73	\$ 77.68	\$ 88.77	\$ 1,054.18	\$ -	\$ -	1,054.18
9	AJA - FS2 - 2Ch Frame Sync	1	\$ 3,962.54	\$ 346.72	\$ 396.25	\$ 4,705.52	\$ -	\$ -	4,705.52
10	Data Video - DAC-70 - VGA to SDI	1	\$ 514.45	\$ 45.01	\$ 51.45	\$ 610.91	\$ -	\$ -	610.91
11	Decimator - MD-HX - HDMI/SDI Converter	3	\$ 362.91	\$ 31.75	\$ 108.87	\$ 1,292.87	\$ -	\$ -	1,292.87
12	Denon - DN-300ZB - MP3 Player	1	\$ 394.00	\$ 34.48	\$ 39.40	\$ 467.88	\$ -	\$ -	467.88
13	TVlogic - RKM-443A - Quad Monitors	1	\$ 3,471.56	\$ 303.76	\$ 347.16	\$ 4,122.48	\$ -	\$ -	4,122.48
14	APC - SMT2200RM2UC - UPS	2	\$ 1,320.04	\$ 115.50	\$ 264.01	\$ 3,135.10	\$ -	\$ -	3,135.10
15	Ensemble Designs - BrightEye 72 - SDI to HDMI Converter	1	\$ 873.54	\$ 76.43	\$ 87.35	\$ 1,037.33	\$ -	\$ -	1,037.33
16	AJA 12GDA 12G-SDI 1x6 Redocking Distribution Amplifier	2	\$ 495.00	\$ 43.31	\$ 99.00	\$ 1,175.63	\$ -	\$ -	1,175.63
17	Whirlwind Pressrite Active Press Box	1	\$ 1,078.00	\$ 94.33	\$ 107.80	\$ 1,280.13	\$ -	\$ -	1,280.13
18	Williams Assitive Listening	1	\$ 1,349.00	\$ 118.04	\$ 134.90	\$ 1,601.94	\$ -	\$ -	1,601.94
19	Installation and Programming	1	\$ -	\$ -	\$ -	\$ -	\$ 34,572.91	\$ -	34,572.91
20	Dante AVIO USB Audinate	1	\$ 156.00	\$ 13.65	\$ 15.60	\$ 185.25	\$ -	\$ -	185.25
21	AWI SPL Zoom Audio Integration	1	\$ -	\$ -	\$ -	\$ -	\$ 6,944.20	\$ -	6,944.20
22	CDWG AJA Helo Capture AV recorder	1	\$ 1,676.32	\$ 146.68	\$ 167.63	\$ 1,990.63	\$ -	\$ -	1,990.63

TOTAL FISCAL YEAR 2021-22 PEG EQUIPMENT FUNDING REQUEST: \$ 50,749.69 \$ 41,517.11 \$ - \$ 92,266.80

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

Tax Rate: 8.75%



Signature _____

Manuel Martinez, IT Supervisor
Name & Title: _____

April 30th, 2021
Date: _____

SACRAMENTO
(HISTORIC CHAMBER)

April 30, 2021

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

Re: **City of Sacramento – FY 2021-22 PEG Fee Funding Request,
Historic Council Chambers Audio Video Upgrade**

Dear Mr. Davidson:

The City of Sacramento is requesting **\$135,274.27** in FY 2021-22 PEG fee funding from the Sacramento Metropolitan Cable Television Commission for our Historic Council Chambers.

The City of Sacramento is requesting **\$135,274.27** for upgrades to our Historic Council Chambers. The Historic Council Chambers, also referred to as the Historic Hearing Room, is where the city will broadcast council meetings when our New City Hall Council Chamber's is being sanitized or in the event the Council Chambers is non-operational. The City's Historic Chambers, has been used in the past for council meetings however Metro Cable, along with the city staff, have identified several components that need to be upgraded which will provide the city the ability to broadcast and stream from the this room. The audio video equipment upgrades range from replacing our video production cameras to the new Metro Cable standard camera, adding a DSP audio amplifier to interface with remote callers for public participation and questions, and updating the programming of our Crestron touch panel interface for answering calls and controlling TV studio lighting. Additionally, the city has the need to update all assisted listening devices. After these upgrades are installed and operational, the city will have the ability to broadcast future council chamber meetings from our Historic Chambers when necessary.

FY 2021-22 PEG FEE Funding Needs:

The combined installation and commissioning of the video and audio equipment in the Historic Council Chambers along with contingencies are:

- | | |
|---|-------------|
| 1. Historic Council Chambers CCTV Upgrades, EKC | \$60,753.99 |
| 2. Historic Council Chambers DSP | \$15,720.00 |
| 3. Historic Council Chambers Interface for Zoom | \$455.00 |
| 4. Taxes | \$6731.28 |
| 5. 10% Contingency | \$7,692.90 |

6. Crestron Reprograming	\$12,000
7. Labor plus shipping	\$31,921.09
Grand Total	\$135,274.27

Project Scope:

Historic Council Chambers

Our Historic Hearing Room, over the last couple of years, has been upgraded in order to have the ability to broadcast city council meetings. With the help of Metro Cable, we have identified several key components that still need to be replaced. This year we are looking to update our broadcast production cameras. The current cameras are over 10 years old and need to be upgraded to a supported model. Metro cable has established a new Panasonic camera, model # AW-RP60, as the current standard. These cameras will replace our older Sony cameras. Additionally, the audio DSP amplifier is currently an analog system that does not support echo cancelation and phone audio bridging. The audio amplifier is critical to council meeting for public participation by allowing remote callers into the council meetings. In addition, the audio from council members Zoom meetings will also need to be integrated into our Historic Chambers amplified audio system. The existing amplifier cannot interface to audio levels from a computer and requires a special USB Biamp interface. Other components identified by city staff include our assisted listening hardware. Currently, our assisted listing transmitter will not allow for zero contact and is no longer supported. Replacing our assisted listening system is necessary when the public can attend in person meetings again. It will allow for the wireless retransmission to personally owned Bluetooth headsets. Lastly, these functions will require us to update our Crestron touch control panel. This will require an estimated, 80 hours of programing and will allow a meeting facilitator or media production specialist to control the audio levels from remote Zoom participants, callers, as well as the ability to adjust room light levels. Even though the room has had many upgrades over the last year, the items listed still need to be upgraded to make this room ready for council meetings, when necessary.

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

Sincerely,



Manuel Martinez



IT Supervisor
City of Sacramento

Enc. Member Agency PEG Fee Funding Request Form (FY 2021-22)

EKC Quotes

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

**FISCAL YEAR 2021-22 PEG FEE FUNDING REQUEST
(PEG Equipment/Facilities)**

MEMBER AGENCY: City of Sacramento (Historic Hearing Room)

Item	Description	Quantity	Unit Price	Sales Tax	10% Contingency	TOTAL	Installation	Warranty	GRAND TOTAL
1	Panasonic - AW-UE150KPJ- PTZ Camera	5	\$ 11,182.75	\$ 978.49	\$ 5,591.38	\$ 66,397.58	\$ -	\$ -	66,397.58
2	Panasonic - AW-RP60 - PTZ Camera Controller	1	\$ 2,495.02	\$ 218.31	\$ 249.50	\$ 2,962.84	\$ -	\$ -	2,962.84
3	PoE Network Switch for Cameras and Controller	1	\$ 996.22	\$ 87.17	\$ 99.62	\$ 1,183.01	\$ -	\$ -	1,183.01
4	Williams Assitive Listening	1	\$ 1,349.00	\$ 118.04	\$ 134.90	\$ 1,601.94	\$ -	\$ -	1,601.94
5	Installation, Shipping, and Programming	1	\$ -	\$ -	\$ -	\$ -	\$ 24,030.23	\$ -	24,030.23
6	DSP Audio Amp for Phone Call In System Estimate 2427	1	\$ 15,720.00	\$ 1,375.50	\$ 1,572.00	\$ 18,667.50	\$ -	\$ -	18,667.50
7	Installation, Shipping, and Programming	1	\$ -	\$ -	\$ -	\$ -	\$ 7,879.00		7,879.00
8	Biamp Tesira Ex-UBT Estimate 2465	1	\$455.00	\$ 39.81	\$ 45.50	\$ 540.31	\$ 11.86		552.17
9	Crestron Programming	1	\$ -	\$ -	\$ -	\$ -	\$ 12,000.00	\$ -	12,000.00
10		1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00
TOTAL FISCAL YEAR 2021-22 PEG EQUIPMENT FUNDING REQUEST:						\$ 91,353.18	\$ 43,921.09	\$ -	\$ 135,274.27
Please attach vendor quotes / supporting documentation for all of the items requested above.						Tax Rate:	8.75%		



Signature _____

Manuel Martinez, IT Supervisor
Name & Title: _____

April, 30th 2021
Date: _____

**SACRAMENTO
COUNTY**

Clerk of the Board
Florence H. Evans



Board of Supervisors
Phil Serna – District 1
Patrick Kennedy – District 2
Rich Desmond – District 3
Sue Frost – District 4
Don Nottoli – District 5

County of Sacramento

April 29, 2021

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

Subject: Consideration of Fiscal Year 2021-22 Public, Education and Government (PEG) Fee Funding Application for Enhanced Metro Cable 14 Broadcast Equipment, PEG Facilities Technology and Americans with Disabilities Act (ADA) Upgrades

Dear Mr. Davison,

On behalf of Sacramento County attached for consideration is a request for \$760,179.08 for Fiscal Year 2021-22 Public, Education, and Government (PEG) grant funding.

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

Audio Processor Upgrade: \$50,352.98

The audio processor handles all of the electronics that run audio system within the Board chambers. The current processor is approximately 14 years old and due for an upgrade to the latest technology. This processor handles all audio, including but not limited to, microphones, speakers, and phone lines in Board chambers that are used for audio in the publicly held meetings.

Mute Processor Upgrades: \$11,597.55

The microphone mute button processor controls the mute buttons on the microphone mounts within the Board chambers. The current processor has a multiple channels that are out of service, causing a work around to get all microphone mute buttons to function. In addition, the current processor is now discontinued and should be replaced in order to be supported.

Clerk Remote Panel: \$2,510.00

The Crestron system (the audio/video system in the Board chambers) is administered via a monitor used as a control panel. This request would allow the Clerk to access the panel remotely in the event of a remote meeting. This will enable the Clerk to call and receive calls on the phone lines commonly used to allow public and staff to speak remotely during the meeting. The audio would be able to be heard and responded to by all parties in the meeting. Metro Cable would then be able to access the audio so that it could be broadcast. The clerk would be ultimately be able to run a meeting remotely if unable to be in the room. The one feature that will not be accessed by remoting into the system will be the lectern controls; those would not be available remotely for safety.

Assistive Listening Devices Earphones and Loops: \$400.60

The Board chambers obtained ALD (Assistive Listening Devices) in order to assist with ADA compliance and assist those who are hard of hearing to participate in the meeting. The devices are currently in need of several sets of earphones that connect to the ALD and are used by public or staff to hear the meeting.

Replacement of Microphone Jacks: \$1,207.00

The microphone jack bases that are currently installed on the dais are mostly level with no LED light protruding above the top. However, there is one microphone (#10) that became in operable and was replaced with an older unit that had a raised LED light. These lights are prone to breaking as objects sliding across the base tend to shear off the LED light. We are requesting a replacement for this microphone jack and a spare unit.

Extended Length Microphones: \$8,467.59

The microphones in the Board chambers are not long enough to capture good volume of the speakers at the dais unless they are leaning over the dais toward the microphone. In order to improve volume quality, we would like to replace 17 of the dais microphones with 20" extra-long microphones. We are also requesting 3 spares.

Supplementary VTC PC: \$3,501.40

The Board chambers audio/video system is currently using one virtual teleconferencing computer (VTC) and during the pandemic the need has risen to utilize multiple VTC's in order to run more than one meeting at a time. The request is to add a fully integrated second VTC computer system for the overlapping meetings. This system will include the outgoing VTC computer, Active VTC Switch, and add a KVM switch.

Microphone Mute LED Plates: \$4,270.97

The microphones at the staff table in the Board chambers are not paired with Crestron monitors to indicate microphone status, instead they just have a microphone jack with a mute button and LED indicator. This request is to add Mute LED plates at the staff table positions that would identify a muted or unmuted status with labels instead of a red or green LED. The color LED can be an issue for colorblind persons.

Crestron Monitor Messaging Feature: \$3,820.00

The Crestron system has many shared features between monitors including a view of what is being broadcast, the list of members requesting to speak, along with voting actions. This request would add a new messaging feature. The Clerk would be able to send and receive messages to the County Executive and/or Board members. The Board members would be able to send and receive messages to the Clerk and/or the County Executive. The messaging feature would utilize an on-screen keyboard to send and receive the messages.

Exterior Public Meeting Broadcast Displays: \$79,228.50

As the pandemic begins to decline, public meetings will begin to open to the public with capacity restrictions. Members of the public will be on-site in attendance but waiting outside in order to socially distance themselves. This request is to add an outdoor TV Monitor Display and audio so that the public can monitor the meeting from the exterior of the building and re-enter the building when the item they are waiting for is being heard.

Public Meeting Kiosk \$148,884.00

This request would replace the existing public kiosk software that is used on the kiosks in the lobby of the Administration building located next to the Board chambers. The current kiosk system would be replaced with a cloud based solution. In addition, we would be add kiosks that could be accessed from outside the building, allowing for 24/7 access to meeting notices, etc. Other possible changes include integrating video playback, providing additional methods to see the content including embedded web player, QR

Codes for mobile device access and integration with our public request to speak (RTS) system. It is expected that an RFP will be prepared for this project.

Video Equipment (AV Upgrades): \$15,520.63

This equipment request is focused more on replacing key components that are directly related to the distribution of the Metro Cable 14 to the public. This includes cable feeds to the upcoming AT&T connection and our various streaming options. The first two items are to support the expansion of feeds and provide stable signals for those feeds. The second item is to support Board retreats and other county public meetings that will be utilizing multiple cameras in a remote location and streaming live along with recording the meeting for playback or online availability. The third item is to restock for the two cameras that were installed in the chambers this year.

Video Management (AV Upgrades): \$53,437.50

For video management we currently use two QNAP network attached storage (NAS) for storing some of our video content. These are mainly for meetings that Metro Cable produces and also some internal videos. There is no management of the media content nor any automated process for handling this content on these devices. The request is to add a master NAS that would be used to both managing the media content across our various storage locations, automate the storage of content based on age and usage to various storage options. In addition the system would provide quick searching of all content based on key words, titles and other meta-data.

For storage management we would be able to manage the content so that current and items that are being worked on are available on fast storage that can be edited directly from the system without needing to download the files. This option would also allow for content to be edited remotely if needed. The next level of storage is for content that is accessed on occasions, but not currently needed for projects. This type of storage is placed on slower, less expensive NAS such as the QNAPs that we currently have. The final storage would be for archival and stored using Amazon S3 or similar storage.

Sharp Copier Lease: \$2,304.80

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

Ergonomic Chair for Chambers: \$693.00

County staff attend the public during meetings that are held inside the chambers. An ergonomic chair is needed for staff to support the staff's health issues during a meeting.

Camera Upgrade and Add On: \$345,182.56

Upgraded and add-on cameras in chambers will be used to provide better quality meeting production, streaming to the public, and visibility of areas not currently accessible with the current camera equipment.

Labor: \$28,800.00

In order to implement PEG projects, including scheduling, testing and configuring technology funded by the PEG grant, the Department of Technology (DTech) allocates labor hours that is not financed by the County's general fund. PEG projects require DTech labor for implementation.

Summary of PEG Fund Request: \$760,179.08

Below is an overview of the total charges, which includes a ten percent contingency, shipping/handling, installation, warranty, labor and taxes. Details are included in the attached PEG Fee funding request.

Meeting Room Equipment	\$317,238.40
Audio Visual Equipment	\$68,958.12
Rollover PEG FY 2020-21	\$345,182.56
D-Tech Labor	\$28,800.00
Total	\$760,179.08

Please contact me at (916) 874-8150 or Evansf@saccounty.net if you have questions regarding the grant application request.

Respectfully,



Florence Evans
Clerk of the Board

Attachments:

- ATT-1 PEG Fee Funding Request Form Fiscal Year 2021-22
- ATT-2 Project Quotes

cc: Ann Edwards, Interim County Executive
Britt Ferguson, Chief Fiscal Officer

**MEMBER AGENCY
PEG FEE FUNDING REQUEST FORM
FISCAL YEAR 2020-21**

MEMBER AGENCY: COUNTY OF SACRAMENTO

Item	Description	Quantity	Unit Price	Sales Tax	10% Contingency	TOTAL	Installation	Warranty	GRAND TOTAL
1	Audio Processor Upgrades	1	\$ 32,082.51	\$ 2,807.22	\$ 3,208.25	\$ 38,097.98	\$ 12,255.00	\$ -	\$ 50,352.98
2	Mute Processor Upgrades	1	\$ 1,398.36	\$ 122.36	\$ 139.84	\$ 1,660.55	\$ 9,937.00	\$ -	\$ 11,597.55
3	Clerk Remote Panel	1	\$ -	\$ -	\$ -	\$ -	\$ 2,510.00	\$ -	\$ 2,510.00
4	Assistive Listening Devices Earphones and Loops	1	\$ 337.35	\$ 29.52	\$ 33.74	\$ 400.60	\$ -	\$ -	\$ 400.60
5	Replacement of Microphone Jacks	1	\$ 560.00	\$ 49.00	\$ 56.00	\$ 665.00	\$ 542.00	\$ -	\$ 1,207.00
6	Extended Length Microphones	1	\$ 7,066.60	\$ 618.33	\$ 706.66	\$ 8,391.59	\$ 76.00	\$ -	\$ 8,467.59
7	Supplementary VTC PC	1	\$ 1,508.55	\$ 132.00	\$ 150.86	\$ 1,791.40	\$ 1,710.00	\$ -	\$ 3,501.40
8	Microphone Mute LED Plates	1	\$ 385.66	\$ 33.75	\$ 38.57	\$ 457.97	\$ 3,813.00	\$ -	\$ 4,270.97
9	Crestron Monitor Messaging Feature	1	\$ -	\$ -	\$ -	\$ -	\$ 3,820.00	\$ -	\$ 3,820.00
10	Exterior Public Meeting Broadcast Displays	1	\$ 51,522.95	\$ 4,508.26	\$ 5,152.30	\$ 61,183.50	\$ 18,045.00	\$ -	\$ 79,228.50
11	Public Meeting Kiosk	1	\$ 125,376.00	\$ 10,970.40	\$ 12,537.60	\$ 148,884.00	\$ -	\$ -	\$ 148,884.00
12	Video Equipment (AV Upgrades)	1	\$ 13,070.00	\$ 1,143.63	\$ 1,307.00	\$ 15,520.63	\$ -	\$ -	\$ 15,520.63
13	Video Management (AV Upgrades)	1	\$ 45,000.00	\$ 3,937.50	\$ 4,500.00	\$ 53,437.50	\$ -	\$ -	\$ 53,437.50
14	Sharp Copier Lease	1	\$ 1,940.88	\$ 169.83	\$ 194.09	\$ 2,304.80	\$ -	\$ -	\$ 2,304.80
15	Ergonomic Chair for Chambers	1	\$ 512.00	\$ 44.80	\$ 51.20	\$ 608.00	\$ 85.00	\$ -	\$ 693.00
16	Camera Upgrade and Add On	1	\$ 271,747.00	\$ 23,777.86	\$ 27,174.70	\$ 322,699.56	\$ 22,483.00	\$ -	\$ 345,182.56
17	DTech ECM Labor for Various Projects (1-3,6-11, 17)	1	\$ -	\$ -	\$ -	\$ -	\$ 28,800.00	\$ -	\$ 28,800.00

TOTAL FISCAL YEAR 2021-22 PEG EQUIPMENT FUNDING REQUEST:

\$ 656,103.08 \$ 104,076.00 \$ - \$ 760,179.08

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

Florence Evans
Signature

Florence Evans, Clerk
Name & Title:

4/29/21
Date:

ATTACHMENTS 23-26

FISCAL YEAR 2021-22

PEG FEE FUNDING

REQUESTS

(CHANNEL LICENSEES)

ACCESS SACRAMENTO

Donna Girot, *Executive Director*

May 24, 2021

BOARD OF DIRECTORS

Bob Smith, *Chair*
Kim Mims, *Vice-Chair*
Van Gordon, *Secretary*
Samantha K. Henderson, *Chief
Financial Officer & Treasurer*
Erika Bradley
Nahid Kabbani
Robert Morin
Monica Stark
Alexander Vasquez

Community Outreach Advisor

Joyce Mitchell

Projects

Hometown TV Grant
Hometown Sports Game of the Week
KUBU 96.5 FM
"The Voice of Sacramento"
AccessLocal.Tv Neighborhood News
Live Wire!
Living in the West
Listen Up, Sacramento!
A Place Called Sacramento
Film Festival
"Power of Voice" Award
Annual Event

HOURS OF OPERATION

(Subject to Change)

OFFICE
Monday - Friday
9am - 12:30pm, 1:30pm - 6pm
PRODUCTION
Monday - Thursday
12 Noon - 9pm
Saturday
12 Noon - 9pm
MEDIA LAB
Monday & Thursday
12 Noon - 8:45pm
Tuesday & Wednesday
9am - 6pm

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

From: Donna J. Girot, Executive Director
Access Sacramento

Subject: 2021-22 Revised SMCTC Operational & PEG Equipment & Facilities Funding Request

Access Sacramento resubmits the attached Funding Request for fiscal year 2021-2022 with a decrease from the original one-time PEG Fund amount by \$56,315.71. Based on the requested process, this submission includes three components: Operational Funds from the SMCTC's General Fund and both a Base Equipment and One-Time Equipment request from the PEG Equipment/Facilities Fund.

This proposal asks for several specific permanent increases in the General Fund Operational amounts by including a Cost of Living Allowance (COLA) increase and funding for the state required increase in the minimum wage and associated payroll impacts as covered by SMCTC policy. The predicted 2.0% COLA figure is provided primarily as a frame of reference and we understand SMCTC will use the approved COLA rate (in any) once it is set by the Sacramento County Board of Supervisors and will add the minimum wage computation based on formula

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

This year's one-time funding requests recognize our completion last year of a high-definition conversion for our studios, remote truck and digital backbone. Our primary asks are related to support for projects that support community media production and member access to equipment, thereby enhancing the overall viewing and listening experiences for all Sacramento County residents. Our ask:

2021-22 General Fund Total (with projected 2.0% COLA)	\$690,733.00
2021-22 PEG Base (with projected 2.0% COLA)	\$122,480.00
2021-22 PEG One-Time Equipment	\$265,435.30
GRAND TOTAL	\$1,078,648.30

Sincerely,



Donna J. Girot
Executive Director

CHANNEL LICENSEE NAME: Sacramento Community Cable Foundation dba Access Sacramento

Fiscal Year 2021-22 Funding Requests
(Operations & PEG Equipment/Facilities)

Description	Equipment Description (if applicable)	GENERAL FUND		PEG FEE FUND			GRAND TOTAL
		Operations / Capital Fac. / Equip. Base	GENERAL FUND TOTAL	PEG Equipment / Facilities Base	One-Time PEG Equipment	PEG FEE FUND TOTAL	
General Fund: Operations Base	2020-21 + 2% COLA (estimated)	\$ 555,584.00	\$ 555,584.00			\$ -	\$ 555,584.00
General Fund: HTTV Operations Base	2020-21 + 2% COLA (estimated)	\$ 72,271.00	\$ 72,271.00			\$ -	\$ 72,271.00
General Fund: GOTW Operations Base	2020-21 + 2% COLA (estimated)	\$ 62,878.00	\$ 62,878.00			\$ -	\$ 62,878.00
PEG Fund: Facilities / Equipment Base	2020-21 + 2% COLA (estimated)		\$ -	\$ 110,764.00		\$ 110,764.00	\$ 110,764.00
PEG Fund: Facilities / Equipment Base	Coloma Lease - Additional Room (no change)		\$ -	\$ 11,716.00		\$ 11,716.00	\$ 11,716.00
PEG Fund: Cablecast Audio on SAP, Bulliten Board	Radio Studio 1 production audio board and Remodel, playback automation, connectivity and Production software		\$ -		\$ 49,279.64	\$ 49,279.64	\$ 49,279.64
PEG Fund: TV Studio	Intercom Connectivity Expansion		\$ -		\$ 14,555.22	\$ 14,555.22	\$ 14,555.22
PEG Fund: Coloma Checkout Equipment	lights, Sling Studio		\$ -		\$ 12,459.84	\$ 12,459.84	\$ 12,459.84
PEG Fund: Coloma Office Copier Lease			\$ -		\$ 3,980.28	\$ 3,980.28	\$ 3,980.28
PEG Fund: Nneighborhood News / Video Ingest	Cloud transcoding for video ingest and server storage		\$ -		\$ 45,004.62	\$ 45,004.62	\$ 45,004.62
PEG Fund: Office Software	Inventory and membership management		\$ -		\$ 3,288.00	\$ 3,288.00	\$ 3,288.00
PEG Fund: Digital Media Lab	Staff computers, Adobe Software, Production software		\$ -		\$ 26,134.02	\$ 26,134.02	\$ 26,134.02

PEG Fund: Neighborhood News Youth Production Kits	Replcement iPad cameras, mics and accessories		\$ -		\$ 6,044.18	\$ 6,044.18	\$ 6,044.18
PEG Fund: Neighborhood News Internal Storage	Video storage and archive		\$ -		\$ 44,345.47	\$ 44,345.47	\$ 44,345.47
PEG Fund: Live Truck Connectivity	LiveU Lease		\$ -		\$ 19,575.00	\$ 19,575.00	\$ 19,575.00
PEG Fund: Cloud Storage	Continues the original pilot		\$ -		\$ 16,930.42	\$ 16,930.42	\$ 16,930.42
PEG Fund: IT Network	Security, remote accessibility software, video card		\$ -		\$ 12,798.66	\$ 12,798.66	\$ 12,798.66
PEG Fund: Master Control	Computer, Automation, remote accessibility software		\$ -		\$ 11,039.95	\$ 11,039.95	\$ 11,039.95
PEG Fund: FYI: Removed request Live Camera Studio Data Capacity	Live U connectivity data plans to sync to four camera system		\$ -			\$ -	\$ -
TOTAL FISCAL YEAR 2021-22 FUNDING REQUEST:			\$ 690,733.00			\$ 387,915.30	\$ 1,078,648.30

\$ 122,480.00 \$ 265,435.30


Signature

5/24/21
Date

Donna J. Girot, Executive Director

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

minimum wage
COLA Impact
Schedule 2021

Appendix A

MINIMUM WAGE	# of Staff	Hrs per Week	# of Weeks		Rate Increased	Cost	Totals
			or Events				
Project							
HTTV/GOTW	8	8	30		\$1.00	\$1,920.00	\$1,920.00
GOTW OT	8	2	15		\$0.50	\$120.00	\$150.00
On Call Production	5	8	8		\$1.00	\$320.00	\$320.00
Youth Journalists	5	8	48		\$1.00	\$1,920.00	\$1,920.00
Office	1	5	42		\$1.00	\$210.00	\$210.00
Miscellaneous*	4	8	12		\$1.00	\$384.00	\$384.00
Live Wire	4	4	30		\$1.00	\$480.00	\$480.00
Listen Up	5	8	5		\$1.00	\$200.00	\$200.00
						\$5,554.00	\$5,584.00

Taxes/Fees	Valuation Increase	FICA-SS Rate	FICA-Med Rate	CA-SDI Rate	Workers Comp Rate	Retirement Rate	
		0.062	0.0145		0.0345	0.05	
2021 Min Wage Cost	\$5,584.00	\$346.21	\$80.97	\$0.00	\$192.65		\$619.82
							REQUEST total: \$6,203.82

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

**CAPITAL PUBLIC
RADIO**



April 19, 2021

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

RE: Fiscal Year 2021-2022 Operations and PEG Funding Request

Dear Mr. Davison and Cable Commissioners,

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

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

- Over 6.5M visitors to capradio.org
- Over 7M total hours streaming news and music
- Over 1.5M podcast downloads
- Over 330,000 weekly broadcast listeners
- Over 40,000 total newsletter subscribers
- Over 1.75M mobile app sessions

Funding Request:

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

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

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

In addition to the general operations request, we are also requesting support for a one-time **PEG equipment purchase in the amount of \$14,867.87.**

The pandemic has had a dramatic impact on our workflows, and we've relied on our staff's ability to work mostly remotely over the last 12+ months. Like many organizations, we've needed to

adapt to regulations that affected our station and staff protocols. We're also serving the needs of the region by reporting on and sharing timely information on a daily basis.

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

- CapRadio can utilize Audio Codecs to support remote broadcasting and meet Covid Safety protocol for all studios by allowing for general office spaces to be temporary broadcast studios.
- USB microphones allow for laptop computers to delivery high quality audio via Apps like Zoom and MS Teams.
- CapRadio's reporters, hosts, and news anchors can remain safe and socially distant at home while still delivering the high-quality audio to the studios over the internet, essentially daily remote broadcasts.

As part of our recognition for your support, the SMCTC is acknowledged on-air a minimum of once per month on our 90.9 FM and 88.9 FM stations, and is lined on our website at capradio.org.

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

Sincerely,



Shirlee Tully
Chief Development and Brand Officer

CHANNEL LICENSEE NAME: Capital Public Radio Inc.

Fiscal Year 2021-22 Funding Requests
(Operations & PEG Equipment/Facilities)

Description	Equipment Description (if applicable)	GENERAL FUND		PEG FEE FUND			GRAND TOTAL
		Operations / Capital Fac. / Equip. Base	GENERAL FUND TOTAL	PEG Equipment / Facilities Base	One-Time PEG Equipment	PEG FEE FUND TOTAL	
General Fund: Operations Base		\$24,498.00	\$24,498.00		\$ -	\$ -	\$ 24,498.00
General Fund: Capital Facilities/Equip Base		\$0.00	\$0.00		\$ -	\$ -	\$ -
PEG Fee Fund: Capital Facilities/Equip Base		\$0.00	\$0.00	\$0.00	\$ 14,867.87	\$ 14,867.87	\$ 14,867.87
PEG Fee Fund: Rent		\$ -	\$0.00	\$0.00	\$ -	\$ -	\$ -
TOTAL FISCAL YEAR 2020-21 FUNDING REQUEST:			\$ 24,498.00			\$ 14,867.87	\$ 39,365.87



Signature

April 19, 2021
Date

Shirlee Tully, Chief Development and Brand Officer
Name & Title

CapRadio PEG Funding Request for FY2021-2022	
Home Production	Cost
RODE Podcaster USB Mic (plugs direct into laptop) X4	\$900.00
Audio Editing software (Adobe Audition license) X4	\$1,000.00
PC Laptops X4	\$3,000.00
Sub Total	\$4,900.00
Remote Equipment	Cost
Tascam 24 Ch mixer	\$999.99
WARM Audio Microphones (recording for music and VO) X3	\$1,379.94
Audio-Technica USB Microphones for remote broadcasting X 2	\$158.00
Sub Total	\$2,537.93
Reporter Kit	Cost
Yamaha closed back headphones	\$29.95
Reporter remote kits (boom, mic, record, windscreens and SD Cards)	\$2,500.00
External hard drives	\$99.99
Comrex Access NX with Terminal Server License	\$4,000.00
Comrex Access NX Mixer	\$800.00
Sub Total	\$7,429.94
Grand Total	\$14,867.87

PBS KVIE

April 16, 2021 (revised May 24, 2021)

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

Dear Commission:

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

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

Our request includes \$578,628.37 for capital items consistent with items designed for purchase through the 1% PEG fee and \$267,944 for operations for a grand total of \$846,572.37.

Our request includes projects that will strengthen KVIE's production/content creation abilities, increase the speed and efficiency of our technical core and program dissemination, and enhance security to protect both physical assets and data.

Exterior Security Cameras and Server

KVIE has internal security cameras pointed outwardly at exterior doors but we cannot capture anything that happens in our parking lot or away from a door. In the last twelve months, KVIE experienced two incidents of vandalism and two incidents of theft from vehicles in the parking lot. We would like to install weatherproof exterior cameras to provide video to authorities who investigate these crimes. The exterior cameras interface with the security system used within the interior of the building but require an additional server to run the software and store the video.

New Firewall and VPN Appliances

A firewall and VPN are necessary for remote operations. Our current firewall and VPN hardware were purchased in 2013 and are no longer supported by Sonicwall. New hardware will give us better speed, virus protection, and functionality, especially with the now standard 10GPBS ethernet ports that will be included. This upgrade allows for quicker and more secure remote access thus increasing productivity and security from our remote users. This bundle includes redundant firewall appliances, one VPN appliance, and 3 years of licensing. This can be implemented immediately with no delay due to COVID. Having the right hardware will give us more opportunity to secure our infrastructure and give our remote employees a better quality experience.

New Backup Server and Storage

We are currently using servers and storage purchased in 2012 that backup to disk and tape. We would like to replace tape backup with a new Dell backup server and DAS (Directly attached Storage, essentially a massive external hard drive) that will be 100% SSD based. This will allow for nearly instant backup and recovery thus drastically decreasing downtime if there is ever a major data incident. SSD backups can be done more frequently than tape due to improved speed. This bundle includes the server and two redundant DAS units

with 5 years of warranty. This will replace our tape backup system and our current disk backup will remain intact.

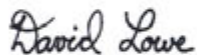
Program Playout Server Replacement Project

The video server is used to record and playout programming on KVIE 6.2, our PEG channel, and our other channels as well. Our present server is a Harris Nexio. Harris will no longer support it after December 31, 2021. Support availability is critical to the replacement of hardware components such as disk drives and power supplies and for general service when the need arises. We have no other programming playout server, and its failure would leave us without the ability to play programming on the PEG channel.

This project replaces the Nexio with a Harmonic Media Center server system. It is made up of two nearly identical server systems. Each has its own robust storage and playout and record channels. The systems are networked so the media content will be identical on each and any playout or record port can be routinely used for normal work. The advantage of this approach is that the two systems can be isolated when necessary for software upgrades and there is no single point of failure. Our Nexio, being a single system does not have these advantages. The Nexio is based on Windows; the Harmonic is based on Linux. Linux is more robust and has greater immunity to viruses.

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

Sincerely,



David Lowe
President & General Manager

Attachments: KVIE FY22 Budget, PEG Fee Funding Request, Vendor/Equipment Price Quotes

**KVIE Budget Report
Fiscal Year 2021/2022**

KVIE Total	FY2022 Budget
Revenue Sources	
SMCTC Operations Grant *	\$ 267,944
SMCTC (PEG) One-Time Equip	\$ 578,628
Dues/Memberships/Fees	\$ 8,337,465
Interest	\$ 204,000
Other	\$ 5,125,898
Total	\$ 14,513,935
Expenditures	
Personnel	\$ 4,347,034
Services & Supplies/Operations/G&A	\$ 8,796,370
Grants/Scholarships	\$ -
Fixed Assets/Equipment	\$ 50,701
Total	\$ 13,194,105

***Please Note:**

The operations grant amount is the FY21 amount since our FY22 budget is due before SMCTC's final approval of the FY22 amount.

CHANNEL LICENSEE NAME: KVIE, Inc.

Fiscal Year 2021-22 Funding Requests
(Operations & PEG Equipment/Facilities)

Description	Equipment Description (if applicable)	GENERAL FUND		PEG FEE FUND			GRAND TOTAL
		Operations / Capital Fac. / Equip. Base	GENERAL FUND TOTAL	PEG Equipment / Facilities Base	One-Time PEG Equipment	PEG FEE FUND TOTAL	
General Fund: Operations Base		\$ 267,944.00	\$ 267,944.00			\$ -	\$ 267,944.00
General Fund: Capital Facilities/Equip Base			\$ -			\$ -	\$ -
PEG Fund: Facilities / Equipment Base			\$ -			\$ -	\$ -
PEG Fund: One-Time Equipment	Exterior security cameras & related server		\$ -		\$ 41,273.30	\$ 41,273.30	\$ 41,273.30
PEG Fund: One-Time Equipment	SonicWall Firewall and VPN Appliances (data security)		\$ -		\$ 85,673.65	\$ 85,673.65	\$ 85,673.65
PEG Fund: One-Time Equipment	Backup Server and Storage		\$ -		\$ 128,106.78	\$ 128,106.78	\$ 128,106.78
PEG Fund: One-Time Equipment	Program Playout Server		\$ -		\$ 323,574.64	\$ 323,574.64	\$ 323,574.64
PEG Fund: One-Time Equipment			\$ -			\$ -	\$ -
PEG Fund: One-Time Equipment			\$ -			\$ -	\$ -
PEG Fund: One-Time Equipment			\$ -			\$ -	\$ -
PEG Fund: One-Time Equipment			\$ -			\$ -	\$ -
PEG Fund: One-Time Equipment			\$ -			\$ -	\$ -
PEG Fund: One-Time Equipment			\$ -			\$ -	\$ -
TOTAL FISCAL YEAR 2021-22 FUNDING REQUEST:			\$ 267,944.00			\$ 578,628.37	\$ 846,572.37

Staci A. Orlando Digitally signed by Staci A. Orlando
Date: 2021.04.18 14:45:20 -07'00'

Signature

April 18, 2021
Date

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

SECC



2021-2022 PROGRAM OVERVIEW & BUDGET NARRATIVE

Updated 5/29/21

OVERVIEW

In the 2021-2022 fiscal year SECC is planning to build upon the success it has achieved during the past year with modified operations due to COVID. SECC expanded many programs and adjusted cable schedules to meet the on-going needs of the community, focusing on families, teachers and students. It is SECC's intent to remain fluid, adjust to needs as required and move forward knowing that "different" is the new normal. SECC is proposing the attached Operational 2021-2022 budget that includes:

- Maintaining and modifying responsibilities of existing staff FTE's.
- An estimate of carryover funds from 2020-2021.

Major Projects

- Continue collaboration with SECC members with production of video resources for any at home learners.
- Updating programming for the SECC channels 15 and 16, 24/7 to meet the identified needs of the community and schools.
- Programming will emphasize local productions by students and SECC members.
- SEVA Award Celebration – a continuation of the newly expanded 2-week Annual event. SECC is hoping for a return to an in person main Award Night event but will remain flexible to create an event appropriate for the times.
- Trainings – SECC will continue to provide training opportunities for media students, teachers and families throughout the school year utilizing a variety of new platforms (virtual, and face to face when appropriate).
- SEVA Labs and SEVA Home Labs - A call for proposals, needs assessment and cost share commitments will be done by SECC. As in the past, specific budgets will be submitted to SMCTC staff for approval before expenditures are made.
 - Many of the original SEVA labs are five years old or older and equipment is failing. SECC is proposing to provide opportunities to replace and enhance existing labs in the traditional cost sharing scenario: cost shared by districts/schools/SECC.
 - The SEVA Home Labs from the 2020-2021 fiscal year created additional interest to create new labs within the 100 plus SEVA Teacher Community. SECC is proposing to create new labs with the traditional process established before COVID.

- SECC sees a continuing need to enhance and create small “Home SEVA Labs” since many families are continuing their students learning at home. It is SECC’s intent to operate the program in the same manner established this year – a call for teachers to submit requests for additional equipment for those students that are participating from home. These requests will supplement equipment which was returned by the students this year.

Collaborations:

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

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

BESTNet

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

- Continued monitoring and updating facilities and site modifications
- Continued sharing of technological expertise and problem solving

For a comprehensive overview of SECC activities and project please visit the SECC website at secctv.org.

BUDGET NARRATIVE

A. REVENUE

SMCTC Grant: As requested from Cable Commission.

Incoming Cash Balance: Based on projected carryover from 2020-2021.

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

SEVA Award Night: Sponsorship, typically received from Comcast.

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

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

BESTNet: No requested funds.

B. EXPENDITURES:

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

- Telephone/Internet: Based on Comcast contract.
- Website: Hosting and domain renewals.
- Postage & Delivery: Based on current year figures and project projections.
- Promotion/Printing: Includes incidental printing and copying such as labels, invitations and miscellaneous flyers. Also includes photographic and graphic supplies (computer artwork, font and theme artwork) and other promotional activities.
- Payroll Services: Based on projections from Paychecks.
- Software and Upgrades: Renewals for office and production staff.
- Accounting: Based on proposals from 2 accounting firms.
- Maintenance: Based on adjusted current year figures. Includes maintenance on office equipment.
- Production Supplies: includes Network Music, VideoBlocks, AudioBlocks, voiceover & hosts.
- Program Acquisitions: Acquired program needs identified by the membership.
- Conferences and Seminars: Registration fee for identified conferences.
- Travel: For conferences and meetings.
- Mileage: Based on adjusted current year figures at IRS approved rates (includes parking fees).
- Entry Fees, Dues, Books, Subscriptions: As identified and needed.
- PEG Production Equipment - proposed equipment needs:

GoPro Max	\$674.21
Goal Zero Yeti 400 Power Station	\$489.32
Robotic Cameras & Controller	\$40,451.19
SFPs & Fiber for Robotic Camera Setup	\$366.35

Streaming Hardware to Headend	\$10,070.85
Inseego MiFi M2100 5G Hotspot	\$430.99
Step and Repeat Backdrop	\$480.00
Enhance Office Security System	\$4,552.97
Data Plan	\$2,160.00
Total	\$59,675.88

- SEVA Studio Labs: **\$130,000**
 - New SEVA Labs \$50,000
 - Refresh existing SEVA labs (5 yrs or older) \$40,000
 - Supplement current SEVA Home Labs \$40,000

- Office Equipment: equipment replacement.
- Award Night: SECC 32nd annual award night and SEVA competition.
- BESTNet Construction Expense: SECC funded upgrades/enhancements.
- BESTNet Construction- nonbudget: District funded projects (site moves/modifications).
- Legal Services: As directed and needed by SECC Board.
- Website Development: coding update.

CHANNEL LICENSEE NAME: SECC

Fiscal Year 2021-22 Funding Requests
(Operations & PEG Equipment/Facilities)

Description	Equipment Description (if applicable)	GENERAL FUND		PEG FEE FUND		GRAND TOTAL	
		Operations / Capital Fac. / Equip. Base	GENERAL FUND TOTAL	PEG Equipment / Facilities Base	One-Time PEG Equipment		PEG FEE FUND TOTAL
General Fund: Operations Base	General Operations/salaries/supplies		\$ 421,645.00			\$ 421,645.00	
General Fund: Operations Base	General Operations to use for BESTNet		\$ 76,591.00			\$ 76,591.00	
General Fund: Capital Facilities/Equip Base			\$ -			\$ -	
PEG Fund: Facilities / Equipment Base	Rent		\$ -	\$ 56,957.00		\$ 56,957.00	
PEG Fund: One-Time Equipment	SEVA Labs: Student Home Studio Support				\$ 40,000.00	\$ 40,000.00	
PEG Fund: One-Time Equipment	SEVA Labs: Refresh				\$ 40,000.00	\$ 40,000.00	
PEG Fund: One-Time Equipment	SEVA Labs: New				\$ 50,000.00	\$ 50,000.00	
PEG Fund: One-Time Equipment	GoPro Max				\$ 674.21	\$ 674.21	
PEG Fund: One-Time Equipment	Goal Zero Yeti 400 Power Station				\$ 489.32	\$ 489.32	
PEG Fund: One-Time Equipment	Robotic Cameras & Controller				\$ 40,451.19	\$ 40,451.19	
PEG Fund: One-Time Equipment	Robotic Cameras & Controller				\$ 366.35	\$ 366.35	
PEG Fund: One-Time Equipment	Streaming Hardware to Headend				\$ 10,070.85	\$ 10,070.85	
PEG Fund: One-Time Equipment	Inseego MiFi M2100 5G Hotspot				\$ 430.99	\$ 430.99	
PEG Fund: One-Time Equipment	Step and Repeat Backdrop				\$ 480.00	\$ 480.00	
PEG Fund: One-Time Equipment	Enhance Office Security System				\$ 4,552.97	\$ 4,552.97	
PEG Fund: One-Time Equipment	Data Plan				\$ 2,160.00	\$ 2,160.00	
TOTAL FISCAL YEAR 2021-22 FUNDING REQUEST:			\$ 498,236.00	\$ 56,957.00	\$ 189,675.88	\$ 246,632.88	\$ 744,868.88

Elizabeth Rhodes

Signature

May 25, 2021

Date

Elizabeth Rhodes, Executive Director
Name & Title

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

ATTACHMENT 27

FISCAL YEAR 2021-22

PEG FEE FUNDING

REQUEST

(METRO CABLE)



Bringing Government Closer to the People

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

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

May 27, 2021

Dear Bob Davison and Karen Liu,

Metro Cable has amended our request for PEG grant funds available through SMCTC for broadcast-related equipment upgrades and replacement.

When asked by Bob Davison, we trimmed our request by \$50,000. Removed from the original request were items that can be deferred to future fiscal years without disrupting broadcast operations. **Our revised funding request totals \$249,708.86.**

Due to the Coronavirus pandemic, and a change in Technical Coordinator staffing, some projects were deferred from FY 2020/21 to this fiscal year. The Van Flight Pack (mobile field kit) has increased in scope from last year. It was decided that the smaller, streamlined all-in-one field kit would not fit Metro Cable's needs for recording in the field. More reliable equipment and a new configuration has been identified, and we would like an AV integrator to do the build and installation.

We are requesting replacement of devices reaching the end of their useful life (EOL). New equipment and upgrades will improve efficiency, allow proper monitoring of broadcast signals and improve the quality of recordings and our broadcast feeds.

In Fiscal Year 2020-21, we upgraded our Cablecast video server. In FY 2021-22, we would like to build on that new technology and add new features to the server: streaming (independent of the County's), and VOD. Metro Cable 14 would like to replace and improve audio visual equipment for: our main Control Room; Editing System; Comcast Head End; Master Control; Van-Flight Pack; and Server. We also are requesting software licensing in order to monitor Metro Cable Channel 14 on AT&T U-Verse.

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

AT&T U-Verse Monitoring

- 1. Software License
- 2. Software Maintenance

Justification:

- Allows staff to monitor Metro Cable 14's AT&T U-Verse Channel over a network connection.
- Maintenance agreement for software support.

Subtotal: \$ 3,000.00
Tax: \$ 0
Server Total: \$ 3,000.00

Control Room:



Bringing Government Closer to the People

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

1. UPS Battery Replacement
2. KiPro Accessories
3. Converters and Distribution Amplifiers
4. Wire, Connectors, and Labels for New Equipment

Justification:

- Replaces old batteries in UPS units.
- Needed for volume of meetings recorded and more reliable operation.
- Replaces old converters/DAs as well as adding additional converters.
- Needed to wire in replacement and new equipment.

Subtotal: \$ 19,251.88

Tax: \$ 1,531.40

Control Room Total: \$ 20,783.28

Editing System:

1. Monitor
2. Streamer/Recorder
3. Camera Lens
4. SSD
5. Dock for KiPro Ultra Drives
6. Apple TV

Justification:

- Replaced old monitor for edit desk.
- Allows for second live stream and record .mp4.
- Needed to take wider angle shots in small spaces.
- Needed as additional drive for editing.
- Needed for faster transfers.
- Needed to monitor live stream.

Subtotal: \$ 12,001.53

Tax: \$ 954.67

Editing System Total: \$ 12,956.20

Head End:

1. Fiber equipment between City of Folsom and Metro Cable.
2. Vendor Installation of Fiber Equipment.

- Replaces old SD fiber equipment
- Maxcom will provide installation and integration at each location.

Subtotal: \$ 6,219.01

Tax: \$ 498.51

Head End Total: \$ 6,717.52

Master Control:



Bringing Government Closer to the People

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

1. Monitors
2. Converters
3. Recorder/Player
4. Fiber converters
5. Wire, Connectors, and Labels for New Equipment

Justification:

- Replaces old technical monitors.
- Replaces old converters.
- Adds recorder/player that is able to play KiPro Ultra files.
- Replaces old fiber converters and adds new connections between City of Sacramento City Hall and County Data Center.
- Needed to wire in replacement and new equipment.

Subtotal: \$ 56,475.87

Tax: \$ 4,492.40

Master Control Total: \$ 60,968.27

Server:

1. Cablecast Streaming Server
2. Cablecast Video on Demand Server
3. Cablecast Cloud Distribution
4. App for Apple TV/Roku

Justification:

- Adds the ability to stream channel content with Closed Captioning.
- Adds the ability for public to view old meetings without manually uploading file.
- Reduces load on County internet resources.
- Creates an app for Apple TV and Roku to view live meetings and old meetings.

Subtotal: \$ 20,674.50

Tax: \$ 1,644.56

Server Total: \$ 22,319.06

Van - Flight Pack:

1. Full independent system to record meetings in off-site locations. ***To reduce the cost, some equipment saved from our decommissioned van will be used in this system.***

Justification:

- Last year the van was phased out. This mobile solution allows us to record meetings in the field. It is more flexible than operating the large production van.
- Equipment mirrors the equipment at control rooms for City Council chambers for ease of training and configuration.

Subtotal: \$ 113,865.97

Tax: \$ 9,098.57

Van – Flight Pack Total: \$ 122,964.54



Bringing Government Closer to the People

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

Sub-Total PEG requests: \$231,488.76

Non-Taxable Software: \$3,000.00

Tax: \$18,220.11

Grand Total PEG requests: \$249,708.86

In summary, we would like to request a total of **\$249,708.86** for all projects.

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

Thank you for your consideration. Continued PEG grant funding will keep Sacramento County viewers informed on the workings of local government. We appreciate your support!

Sincerely,

A handwritten signature in blue ink, appearing to read 'KRIGGS'.

Kristin Riggs

Production Director
Metro Cable Channel 14
916-874-7685

METRO CABLE
PEG FEE FUNDING REQUEST - FISCAL YEAR 2021-22

Item #	Project Location	Equipment Description	Quantity	Unit Price	Total	10% Contingency	Shipping/ Handling	Installation	Warranty	TOTAL
AT&T U-Verse Monitoring:										
1		LogServer - TSolP software license	1	\$2,550.00	\$2,550.00					\$2,550.00
2		LogServer - TSolP software Maintenance	1	\$450.00	\$450.00					\$450.00
Project Subtotal:										\$3,000.00
Project Tax:										\$0.00
Project Total:										\$3,000.00
Control Room:										
3		APC - Replacement Battery Cartridge #43	2	\$332.02	\$664.04	\$66.40				\$730.44
4		AJA - Pak 2000 - 2TB SSD for KiPro Ultra	2	\$1,795.00	\$3,590.00	\$359.00				\$3,949.00
5		AJA - KiPro Ultra Power Supply	2	\$79.00	\$158.00	\$15.80				\$173.80
6		Decimator - MD-HX - HDMI/SDI Converter	2	\$295.00	\$590.00	\$59.00				\$649.00
7		AJA - FS2 - 2Ch Frame Sync	1	\$3,995.00	\$3,995.00	\$399.50				\$4,394.50
8		OpenGear Frame w/Second Power Supply	1	\$2,106.00	\$2,106.00	\$210.60				\$2,316.60
9		Cobalt - 9241 - Audio DA Card	4	\$315.75	\$1,263.00	\$126.30				\$1,389.30
10		Cobalt - RM20-9241-D/S - Audio DA Backplane	2	\$145.50	\$291.00	\$29.10				\$320.10
11		Cobalt - 9910DA-AV - Video DA Card	2	\$213.75	\$427.50	\$42.75				\$470.25
12		Cobalt - RM20-9910AV-B/S-DIN - Video DA Backplane	1	\$194.25	\$194.25	\$19.43				\$213.68
13		AJA - OG-3G-AMA - Audio Embedder	3	\$795.00	\$2,385.00	\$238.50				\$2,623.50
14		Belden - 1883a - 1,000' Analog Audio (Black)	1	\$351.92	\$351.92	\$35.19				\$387.11
15		Belden - 1855a - 1,000' (Yellow) Mini Coax	1	\$429.00	\$429.00	\$42.90				\$471.90
16		Kings - 2065-11-9 M66 - Mini Coax BNC Connector 100x Pack	2	\$229.00	\$458.00	\$45.80				\$503.80
17		Kings - 0345-E00-C7202NU - Mini Coax Din Connector 100 Pack	1	\$376.00	\$376.00	\$37.60				\$413.60
18		Panduit - LJS15-Y3-1 - Laserlink Jet Label	1	\$223.00	\$223.00	\$22.30				\$245.30
Project Subtotal:										\$19,251.88
Project Tax:										\$1,531.40
Project Total:										\$20,783.28
Edit System:										
19		TVlogic - LUM-430M - 42" SDI Monitor w/CC	1	\$5,350.50	\$5,350.50	\$535.05				\$5,885.55
20		AJA - Hielo - Streamer & Recorder	1	\$1,295.00	\$1,295.00	\$129.50				\$1,424.50
21		Sony - FE 16-35mm f/2.8 GM - Wide Lens	1	\$2,198.00	\$2,198.00	\$219.80				\$2,417.80
22		SanDisk - 4TB Extreme Portable SSD V2	2	\$799.00	\$1,598.00	\$159.80				\$1,757.80
23		Atech Flash Tech - Blackjet VX-1P - Dock for KiPro Ultra Drives	2	\$149.99	\$299.98	\$30.00				\$329.98
24		Apple - MQD22LL/A - Apple TV 4K (32GB)	1	\$169.00	\$169.00	\$16.90				\$185.90
Project Subtotal:										\$12,001.53
Project Tax:										\$954.67
Project Total:										\$12,956.20
Headend:										
25		Maxcom - SD-HD-SDI 3G or ASI 80km Fiber Transmitter 1590/1610	2	\$1,288.00	\$2,576.00	\$257.60				\$2,833.60
26		Maxcom - SD-HD-SDI 3G or ASI 80km Fiber Receiver 1590/1610	2	\$1,288.00	\$2,576.00	\$257.60				\$2,833.60
27		Fiber Jumper LC/APC to SC/APC 1 meter	4	\$8.88	\$35.52	\$3.55				\$39.07
28		Fiber Jumper SC/APC to SC/APC 15 meter	2	\$14.88	\$29.76	\$2.98				\$32.74
29		On-site installation and integration of all equipment						\$480.00		\$480.00
Project Subtotal:										\$6,219.01
Project Tax:										\$498.51
Project Total:										\$6,717.52
Master Control:										
30		Data Video - DAC-70 - VGA to SDI	1	\$495.00	\$495.00	\$49.50				\$544.50
31		TVlogic - LVM-232W-A - 23" SDI Monitor w/CC	3	\$2,295.00	\$6,885.00	\$688.50				\$7,573.50
32		AJA - FS2 - 2Ch Frame Sync	1	\$3,995.00	\$3,995.00	\$399.50				\$4,394.50
33		AJA - KiPro Ultra 12G - Recorder and Player	1	\$3,995.00	\$3,995.00	\$399.50				\$4,394.50
34		AJA - KiPro Ultra Shell	1	\$79.00	\$79.00	\$7.90				\$86.90
35		AJA - KiPro Ultra Power Supply	1	\$79.00	\$79.00	\$7.90				\$86.90
36		OpenGear Frame w/Second Power Supply	1	\$2,106.00	\$2,106.00	\$210.60				\$2,316.60

METRO CABLE
PEG FEE FUNDING REQUEST - FISCAL YEAR 2021-22

Item #	Project Location	Equipment Description	Quantity	Unit Price	Total	10% Contingency	Shipping/ Handling	Installation	Warranty	TOTAL
37		Cobalt - 9910DA-AV - Video DA Card	4	\$213.75	\$855.00	\$85.50				\$940.50
38		Cobalt - RM20-9910AV-BJS-DIN - Video DA Backplane	2	\$194.25	\$388.50	\$38.85				\$427.35
39		Cobalt - 9910DA-4Q-3G-RICK - SDI DA Card	2	\$995.00	\$1,990.00	\$199.00				\$2,189.00
40		Cobalt - RM20-9910-4Q-B-DIN - SDI DA Backplane	2	\$259.00	\$518.00	\$51.80				\$569.80
41		Cobalt - 9970-Q5 - Multi-View Card	1	\$2,171.25	\$2,171.25	\$217.13				\$2,388.38
42		Cobalt - RM20-9970-D - Multi-View Backplane	1	\$131.25	\$131.25	\$13.13				\$144.38
43		AJA - OG-FIDO-2T - 2 Channel Fiber Transmitter	1	\$645.00	\$645.00	\$64.50				\$709.50
44		MultiDyne - VF-9000-1M-RP - Fiber Optic Transport Frame	2	\$2,795.00	\$5,590.00	\$559.00				\$6,149.00
45		MultiDyne - VF-9000-2M-RP - Fiber Optic Transport Frame	1	\$3,495.00	\$3,495.00	\$349.50				\$3,844.50
46		MultiDyne - VFC-3G-C - 2 Channel 3G-SDI Card	12	\$795.00	\$9,540.00	\$954.00				\$10,494.00
47		MultiDyne - MDOPT01240 - Dual RX SFP	6	\$213.00	\$1,278.00	\$127.80				\$1,405.80
48		MultiDyne - MDOPT01250 - CWDM Dual TX 1470/1490 SFP	1	\$425.00	\$425.00	\$42.50				\$467.50
49		MultiDyne - MDOPT01260 - CWDM Dual TX 1510/1530 SFP	1	\$425.00	\$425.00	\$42.50				\$467.50
50		MultiDyne - MDOPT01270 - CWDM Dual TX 1550/1570 SFP	1	\$425.00	\$425.00	\$42.50				\$467.50
51		MultiDyne - MDOPT01290 - CWDM Dual TX 1270/1290 SFP	1	\$425.00	\$425.00	\$42.50				\$467.50
52		MultiDyne - MDOPT01300 - CWDM Dual TX 1310/1330 SFP	1	\$425.00	\$425.00	\$42.50				\$467.50
53		MultiDyne - MDOPT01320 - CWDM Dual TX 1430/1450 SFP	1	\$425.00	\$425.00	\$42.50				\$467.50
54		MultiDyne - VFC-GE-C - Gigabit Ethernet Card	2	\$595.00	\$1,190.00	\$119.00				\$1,309.00
55		MultiDyne - MDOPT02040 - CWDM Transceiver 1371 SFP	1	\$65.00	\$65.00	\$6.50				\$71.50
56		MultiDyne - MDOPT02050 - CWDM Transceiver 1391 SFP	1	\$65.00	\$65.00	\$6.50				\$71.50
57		MultiDyne - VF-BLANK - Card Cover	13	\$30.00	\$390.00	\$39.00				\$429.00
58		AJA FIDO-2R - 2 Channel Fiber Receiver	1	\$645.00	\$645.00	\$64.50				\$709.50
59		0.5 Meter LC to LC Duplex Single Mode Fiber Jumper	15	\$4.20	\$63.00	\$6.30				\$69.30
60		4 Meter LC to LC Duplex Single Mode Fiber Jumper	5	\$5.30	\$26.50	\$2.65				\$29.15
61		25 Meter LC to LC Duplex Single Mode Fiber Jumper	5	\$13.00	\$65.00	\$6.50				\$71.50
62		Belden - 1855a - 1,000' (Yellow) Mini Coax	1	\$429.00	\$429.00	\$42.90				\$471.90
63		Belden - 1855a - 1,000' (Red) Mini Coax	1	\$429.00	\$429.00	\$42.90				\$471.90
64		Kings - 2065-11-9 M66 - Mini Coax BNC Connector 100x Pack	2	\$229.00	\$458.00	\$45.80				\$503.80
65		Kings - 0345-E00-C7202NU - Mini Coax Din Connector 100 Pack	1	\$376.00	\$376.00	\$37.60				\$413.60
66		White Sands - 10RENTOOL - Din Removal Tool (2x)	2	\$65.60	\$131.20	\$13.12				\$144.32
67		Panduit - LJSLS-Y3-1 - Laser/Ink Jet Label	1	\$223.00	\$223.00	\$22.30				\$245.30
Project Subtotal:										\$55,475.87
Project Tax:										\$4,492.40
Project Total										\$60,968.27
Server:										
68		Cablecast - CBL-Live-350 - Live Server	1	\$2,895.00	\$2,895.00	\$289.50				\$3,184.50
69		Cablecast - CBL-SVR450-VOD-10 - VOD Server w/40TB	1	\$12,200.00	\$12,200.00	\$1,220.00				\$13,420.00
70		Cablecast - CBL-Reflect-BND - Cloud Service	1	\$2,200.00	\$2,200.00	\$220.00				\$2,420.00
71		Cablecast - CBL-ScreenWeave-APP - App for OTT	1	\$1,500.00	\$1,500.00	\$150.00				\$1,650.00
Project Subtotal:										\$20,674.50
Project Tax:										\$1,644.56
Project Total										\$22,319.06
Van-Flight Pack:										
72		For.A - HVS-100 Type-A - Switcher	1	\$9,215.00	\$9,215.00	\$921.50				\$10,136.50
73		For.A - HVS-100DO - Switcher Output Card	1	\$1,605.50	\$1,605.50	\$160.55				\$1,766.05
74		For.A - HVS-100DI-A - Switcher Input Card	1	\$1,605.50	\$1,605.50	\$160.55				\$1,766.05
75		AJA - OG-X-FR - openGear Frame	1	\$1,449.00	\$1,449.00	\$144.90				\$1,593.90
76		AJA - OG-X-PS - openGear Power Supply	1	\$679.00	\$679.00	\$67.90				\$746.90
77		AJA - OG-3G-AMA - Audio Embedder	1	\$795.00	\$795.00	\$79.50				\$874.50
78		AJA - OG-3GDA-2X4 - SDI DA	1	\$550.00	\$550.00	\$55.00				\$605.00
79		Cobalt - 9910DA-AV - Video DA Card	1	\$213.75	\$213.75	\$21.38				\$235.13
80		Cobalt - RM20-9910AV-B - Video DA Backplane	1	\$82.50	\$82.50	\$8.25				\$90.75
81		EEG - HD492 Smart Encoder - Closed Caption Encoder	1	\$9,090.00	\$9,090.00	\$909.00				\$9,999.00

**METRO CABLE
PEG FEE FUNDING REQUEST - FISCAL YEAR 2021-22**

Item #	Project Location	Equipment Description	Quantity	Unit Price	Total	10% Contingency	Shipping/ Handling	Installation	Warranty	TOTAL	
82		24 Port PoE++ Swtich w/SFP Uplink	1	\$699.00	\$699.00	\$69.90				\$768.90	
83		Eaton - 5P1000RC - UPS	1	\$542.99	\$542.99	\$54.30				\$597.29	
84		Panasonic - AW-UE150KPJ - PTZ Camera	4	\$9,995.00	\$39,980.00	\$3,998.00				\$43,978.00	
85		Panasonic - AW-RP60 - PTZ Camera Controller	1	\$2,295.00	\$2,295.00	\$229.50				\$2,524.50	
86		Manfrotto - 0288 - Camera Tripod	4	\$419.88	\$1,679.52	\$167.95				\$1,847.47	
87		Manfrotto - 410 - Pan Tilt Head	4	\$324.88	\$1,299.52	\$129.95				\$1,429.47	
88		Decimator - MD-HX - HDMI/SDI Converter	1	\$324.88	\$324.88	\$32.49				\$357.37	
89		Ensemble Designs - BrightEye 72 - SDI to HDMI Converter	1	\$736.25	\$736.25	\$73.63				\$809.88	
90		Data Video - DAC-70 - VGA to SDI	1	\$495.00	\$495.00	\$49.50				\$544.50	
91		AJA - KiPro Ultra 12G - Recorder and Player	1	\$3,995.00	\$3,995.00	\$399.50				\$4,394.50	
92		AJA - KiPro Ultra Power Supply	1	\$79.00	\$79.00	\$7.90				\$86.90	
93		AJA - KiPro Ultra Shelf	1	\$79.00	\$79.00	\$7.90				\$86.90	
94		AJA - Pak 2000 - 2TB SSD for KiPro Ultra	1	\$1,795.00	\$1,795.00	\$179.50				\$1,974.50	
95		AJA - Helo - Streamer & Recorder	1	\$1,295.00	\$1,295.00	\$129.50				\$1,424.50	
96		SanDisk - 512GB Extreme PRO UHS-I SDXC - Memory Card	2	\$129.99	\$259.98	\$26.00				\$285.98	
97		TVLogic - LVM-170A - 17" SDI Monitor w/CC	2	\$1,975.00	\$3,950.00	\$395.00				\$4,345.00	
98		TVLogic - LVM-232W-A - 23" SDI Monitor w/CC	1	\$2,295.00	\$2,295.00	\$229.50				\$2,524.50	
99		Wohler - AMP1-2SDA - Stereo Monitor w/3G-SDI & Analog Input	1	\$1,559.00	\$1,559.00	\$155.90				\$1,714.90	
100		SKB - 3SKB-R06U20W - 6 RU Case	2	\$831.99	\$1,663.98	\$166.40				\$1,830.38	
101		SKB - 1SKB-R4U - 4 RU Case	1	\$181.99	\$181.99	\$18.20				\$200.19	
102		SKB - 1SKB-R2U - 2 RU Case	1	\$160.99	\$160.99	\$16.10				\$177.09	
103		Rackmounted Power Strip	4	\$122.95	\$491.80	\$49.18				\$540.98	
104		2 RU Rack Mounted Fans	3	\$119.00	\$357.00	\$35.70				\$392.70	
105		Belden - 1855a - 1,000' (Yellow) Mini Coax	1	\$429.00	\$429.00	\$42.90				\$471.90	
106		Belden - 1694a - 1,000' (Black) RG6 Coax	2	\$549.00	\$1,098.00	\$109.80				\$1,207.80	
107		Kings - 2065-11-9 M66 - Mini Coax BNC Connector 100x Pack	3	\$229.00	\$687.00	\$68.70				\$755.70	
108		Kings - 2065-10-9 M66 - RG6 Coax BNC Connector 100x Pack	1	\$185.00	\$185.00	\$18.50				\$203.50	
109		Stranded Cat 6 1,000' (Black)	2	\$287.20	\$574.40	\$57.44				\$631.84	
110		Porta Brace - PC-333B - Case for PTZ Cameras	3	\$313.37	\$940.11	\$94.01				\$1,034.12	
111		Jason Cases - FOHVS100BK - Case for For.A HVS-100	1	\$549.00	\$549.00	\$54.90				\$603.90	
112		Pelican - 1510TP - Case for Misc Equipment	1	\$260.95	\$260.95	\$26.10				\$287.05	
113		Miscellaneous Cables and Connectors	1	\$309.88	\$309.88	\$30.99				\$340.87	
114		Tie Panels w/Miscellaneous Connectors	1	\$2,320.00	\$2,320.00	\$232.00				\$2,552.00	
115		Integration, Testing, and Commissioning						\$5,160.00		\$5,160.00	
Project Subtotal:										\$113,865.97	
Project Tax:										\$9,098.57	
Project Total:										\$122,964.54	
Sub-Total:										\$231,488.76	
Sales Tax:										\$18,220.11	
Use Tax Rate for City of Sacramento:			8.75%	FY 2021-22 PEG FEE FUNDING REQUEST - GRAND TOTAL:							\$249,708.86



Signature
Kristin Riggs, Production Director, Metro Cable 14
Name & Title

May 27, 2021
Date

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

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

RESOLUTION NO. 2021-013

**A RESOLUTION APPROVING AN AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT FOR ATRIUM 916**

NOW THEREFORE, BE IT RESOLVED AND ORDERED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION that the Commission approves the Amendment to the attached Professional Services Agreement for Atrium 916, a Nonprofit Corporation.

FURTHER BE IT RESOLVED that the Commission's Executive Director be and is hereby authorized to execute the amended agreement in the form hereto attached, on behalf of the SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION, a Joint Powers Agency of the State of California.

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

On a motion by Director _____, seconded by Director _____, the foregoing Resolution was passed and adopted by the Governing Board of the Sacramento Metropolitan Cable Television Commission, State of California, this 3rd day of June 2021, 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. 2021-014

**A RESOLUTION APPROVING THE SECOND AMENDMENT TO
PEG FEE FUNDING AGREEMENT FOR REGIONAL TRANSIT**

NOW THEREFORE, BE IT RESOLVED AND ORDERED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION that the Commission approves the Second Amendment to the PEG Fee Funding Agreement for Regional Transit (“SacRT”).

FURTHER BE IT RESOLVED that the Commission’s Executive Director be and is hereby authorized to execute the amended agreement in the form hereto attached, on behalf of the SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION, a Joint Powers Agency of the State of California.

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

On a motion by Director _____, seconded by Director _____, the foregoing Resolution was passed and adopted by the Governing Board of the Sacramento Metropolitan Cable Television Commission, State of California, this 3rd day of June 2021, 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. 2021-015

A RESOLUTION APPROVING AN AMENDMENT TO
AGREEMENT FOR CABLECASTING SERVICES

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

FURTHER BE IT RESOLVED that the Commission's Executive Director be and is hereby authorized to execute the amended agreement in the form hereto attached, on behalf of the SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION, a Joint Powers Agency of the State of California.

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

On a motion by Director _____, seconded by Director _____, the foregoing Resolution was passed and adopted by the Governing Board of the Sacramento Metropolitan Cable Television Commission, State of California, this 3rd day of June 2021, by the following vote, to wit:

AYES:

NOES:

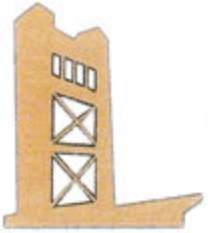
ABSTAIN:

ABSENT:

Chair of the Board

ATTEST:

Clerk of the Board



SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

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

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

AGENDA ITEM NO. 2

DATE: June 3, 2021

TO: Chair and Board of Directors

FROM: Robert A. Davison, Executive Director

SUBJECT: **RESOLUTION NO. 2021-010, APPROVING THE ELEVENTH AMENDMENT TO THE LICENSE AND OPERATIONS AGREEMENTS PERTAINING TO USE OF COMMUNITY PROGRAMMING CHANNEL(S)**

RECOMMENDATION:

It is recommended the Board adopt Resolution No. 2021-010, Approving the Eleventh Amendment to the License and Operations Agreements Pertaining to Use of Community Programming Channel(s).

BACKGROUND/DISCUSSION:

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

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

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

Resolution Number	Approval Date	Term End Date
2010-006 (Second Amendment)	June 3, 2010	June 30, 2012
2012-014 (Third Amendment)	October 4, 2012	June 30, 2014
2014-010 (Fourth Amendment)	June 5, 2014	June 30, 2015
2015-008 (Fifth Amendment)	June 4, 2015	June 30, 2016
2016-014 (Sixth Amendment)	June 2, 2016	June 30, 2017
2017-008 (Seventh Amendment)	July 19, 2017	June 30, 2018
2018-008 (Eighth Amendment)	June 28, 2018	June 30, 2019
2019-007 (Ninth Amendment)	June 6, 2019	June 30, 2020
2020-006 (Tenth Amendment)	June 18, 2020	June 30, 2021

Agenda Item No. 2

Resolution No. 2021-010, Approving the Eleventh Amendment to the License and Operations Agreements Pertaining to Use of Community Programming Channel(s)

Page 2

RECOMMENDATION:

Staff now recommends the Board adopt Resolution No. 2021-010, Approving the Eleventh Amendment to the License and Operations Agreements Pertaining to Use of Community Programming Channel Licensees, with an amended term ending June 30, 2022.

Respectfully submitted,

**Robert
Davison**

Digitally signed by Robert Davison
DN: cn=Robert Davison, o=SMCTC,
ou=Exec Director,
email=davisonb@saccounty.net, c=US
Date: 2021.05.28 15:26:08 -07'00'

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

Attachments:

Resolution No. 2021-010, Approving the Eleventh Amendment to the License and Operations Agreements Pertaining to Use of Community Programming Channel(s)

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

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

RESOLUTION NO. 2021-010

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

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

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

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

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

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

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

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

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

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

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

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

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

FURTHER, BE IT RESOLVED AND ORDERED that the Executive Director is authorized and directed to prepare individual **Eleventh** Amendments to the License and Operations Agreements for the

Sacramento Community Cable Foundation DBA Access Sacramento, KVIE, Inc., Interfaith Council of Greater Sacramento ("Channel Licensees") in substantially the same form as the Pro Forma Eleventh Amendment ; and

FURTHER, BE IT RESOLVED that the Executive Director is hereby authorized to execute the **Eleventh** Amendments to the Agreements for all Channel Licensees on behalf of the SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION, a Joint Powers Agency of the State of California.

On a motion by Director _____, seconded by Director _____, the foregoing Resolution was passed and adopted by the Board of Directors of the Sacramento Metropolitan Cable Television Commission this 3rd day of June 2021, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chair of the Board

ATTEST:

Clerk of the Board

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

THIS ELEVENTH AMENDMENT is made and entered into this ____ day of _____ amending that certain Channel License and Operations Agreement Pertaining to Use of Community Programming Channel(s) dated November 6, 2003, first amended on June 1, 2006, second amended on June 3, 2010, third amended on October 4, 2012, fourth amended on June 5, 2014, fifth amended on June 4, 2015, sixth amended on June 2, 2016, seventh amended on July 19, 2017, eighth amended on June 28, 2018, ninth amended on June 6, 2019, and tenth amended on June 18, 2020 by and between the SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION AND _____, hereinafter called and referred to as "Licensee."

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

1. Paragraph A of Section 2 – Term of License, License Fee, Renewal – of said Agreement shall be amended by deleting from there the date " June 30, 2021" and inserting in lieu thereof the date " June 30, 2022."
2. All other terms and conditions of the aforesaid Agreement shall remain in effect and unchanged.

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

CHANNEL LICENSEE

By: _____

Title: _____

Date: _____

**SACRAMENTO METROPOLITAN
CABLE TELEVISION COMMISSION**

By: _____

Title: _____

Date: _____

the 1990s, the number of people in the world who are under 15 years of age is expected to increase from 1.1 billion to 1.5 billion.

There are a number of reasons why the world's population is growing so rapidly. One of the main reasons is that the number of children born to each woman is increasing. This is due to a number of factors, including the fact that women are having children at a younger age and that there is a high birth rate in many developing countries.

Another reason why the world's population is growing so rapidly is that the number of people who are surviving to old age is increasing. This is due to a number of factors, including the fact that there is a high life expectancy in many developed countries and that there is a high death rate in many developing countries.

There are a number of other reasons why the world's population is growing so rapidly. One of the main reasons is that the number of people who are migrating from developing countries to developed countries is increasing. This is due to a number of factors, including the fact that there is a high unemployment rate in many developing countries and that there is a high standard of living in many developed countries.

Another reason why the world's population is growing so rapidly is that the number of people who are surviving to old age is increasing. This is due to a number of factors, including the fact that there is a high life expectancy in many developed countries and that there is a high death rate in many developing countries.

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



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

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

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

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

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

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

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

THEREFORE, THE PARTIES AGREE:

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

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

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

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

2. Term of License; License Fee; Renewal.

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

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

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

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

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

5. Funding Process; No Funding Guaranteed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13 Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

Dated: 11/6/03

Sacramento Metropolitan Cable
Television Commission

By: [Signature]
Chairman

Attest:

[Signature]
Secretary

Dated: 12/2/03

Sacramento Community Cable
Foundation, DBA Access Sacramento

By: [Signature]
Its: Executive Director

Exhibit A - Policies for Community Programming Licensees
Exhibit B - Policies for Community Programming Insurance Requirements

Exhibit A: Policies for Community Programming Licensees

GENERAL POLICY

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

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

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

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

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

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

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

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

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

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

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

Copyright Clearance.

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

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

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

Distribution Rights.

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

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

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

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

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

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

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

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

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

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

Exhibit B. Policies for Community Programming Insurance Requirements

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

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

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

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

(1) General Liability:

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

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

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

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

(1) COMMERCIAL GENERAL LIABILITY AND COMMERCIAL AUTOMOBILE COVERAGES.

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

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

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

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

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

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



SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

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

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

AGENDA ITEM NO. 3

DATE: June 3, 2021

TO: Chair and Board of Directors

FROM: Robert A. Davison, Executive Director

SUBJECT: RESOLUTION NO. 2021-011, ADOPTING THE SMCTC PERSONNEL POLICIES AND PROCEDURES MANUAL (FORMERLY PERSONNEL RULES & PROCEDURES MANUAL); & RESOLUTION NO. 2021-012, APPROVING AMENDMENT NO. 1 TO THE CAFETERIA PLAN

RECOMMENDATION:

It is recommended the Board:

- 1) Adopt Resolution No. 2021-011, Approving the Sacramento Metropolitan Cable Television Commission (SMCTC) Personnel Policies and Procedures Manual (formerly SMCTC Personnel Rules & Procedures Manual);
- 2) Adopt Resolution No. 2021-012, Approving Amendment No. 1 to the Cafeteria Plan; and
- 3) Direct staff to take any actions necessary to implement all revised and updated policies and procedures effective July 1, 2021.

BACKGROUND/DISCUSSION:

The Sacramento Metropolitan Cable Television Commission (SMCTC) previously adopted the Sacramento Metropolitan Cable Television Commission Personnel Rules and Procedures Manual on April 6, 1983. Since that time, numerous policies and procedures have been implemented, including the following:

- Dress Code Standards Policy (January 24, 2014)
- Healthy Workplaces/Healthy Families Act of 2014 (January 25, 2016)
- Prevention / Whistle Blower Policy (March 3, 2016)
- Pregnancy Related Leaves & Transfer Privileges Policy (September 1, 2016)
- Parental Leave Policy (December 1, 2016)
- Lactation Accommodation Policy (June 5, 2020)
- California Family Rights Act (Family and Medical Leave)

The above policies have now been included in the revised Manual. In addition, based on changes in state and federal laws, other updates are needed in order to ensure legal compliance. Changes are also needed in order to formalize and clarify some of the Commission's existing employment practices. The most significant revisions include the following:

- Inclusion of Disability Accommodation Policy. The EEO policy has been updated to reflect additional protected characteristics added to the law since the last version was adopted. Additionally, a disability accommodation policy has been incorporated.
- Update Vacation Accrual Schedule. The prior vacation accrual schedule included only three tiers (for 0-3, 4-15, and 15+ years of service). To more closely align with the County of Sacramento's accrual schedule and to allow for incremental increases in accrual rates for employees, additional tiers have been added. The updated schedule keeps the current Commission vacation accrual rates for years 0-3, but then matches the County rate for the remaining years. Since it has fewer tiers, the tiers in the Commission schedule are based on the average of the County's tiers covering the same years.
- Update to the Vacation Pay Option policy. To date, employees with more than 15 years of service can elect to cash-out one week of vacation each year. These revised policies include a mandatory cash-out requirement for all eligible employees. If an employee has 160 hours or more of accrued vacation as of December 31, SMCTC will cash out forty (40) hours of vacation at the employee's then-current rate of pay. Imposing a mandatory cash-out requirement ensures compliance with IRS regulations. It also enables the payment to be made in January each year without requiring employees to make an advance election.
- Overtime / Compensatory Time Off. The overtime policy has been updated to reflect that overtime is work in excess of 40 hours each week, which is in line with the Fair Labor Standards Act. Employees will be provided with a choice as to whether to accrue compensatory time off (CTO) in lieu of overtime.
- Education Reimbursement. The education reimbursement policy has been updated, providing eligible employees with the ability to request reimbursement of \$1,500 (in place of \$150) each calendar year for qualifying education costs that pertain to job duties or facilitate upward mobility.
- Executive Leave. The Commission's two management employees, who qualify as exempt from overtime under applicable wage and hour laws, are being reclassified from non-exempt to exempt. Those employees will now be eligible to receive 40 hours of Executive Leave each year.
- Disciplinary Action. For any disciplinary action taken against employees with due process rights, the appeal process has been updated to where appeals are no longer heard by the Commission Board but by an independent hearing officer selected by an agreed process.

Reclassification

The Commission's two management employees (the Administrative Services Officer III and the Production Director) have historically been classified as non-exempt employees and, as a result, have received compensation at time and one-half for extra hours worked. Consistent with applicable wage and hour laws, these two employees are now being reclassified from non-exempt to exempt and will no longer be eligible to receive any overtime compensation. To account for the greater responsibility these employees shoulder and to minimize the financial impact, the Executive Director is proposing a 3.5% increase in compensation going forward as an adjustment to the salary for those two positions, which have been historically tied to certain County of Sacramento positions.

Cafeteria Plan

During a routine review of the Plan, it was discovered that the definition of the term "employee" in the Commission's Cafeteria Plan includes part-time employees, which is not consistent with Commission policy as approved by the Board of Directors. The proposed Amendment conforms the Commission's Cafeteria Plan to Commission policy by limiting the term "employee" to regular full-time employees for purposes of participating in the Cafeteria Plan and receiving the café benefit allowance.

RECOMMENDATION:

It is recommended the Board: 1) Adopt Resolution No. 2021-011, Approving the Sacramento Metropolitan Cable Television Commission (SMCTC) Personnel Policies and Procedures Manual (formerly SMCTC Personnel Rules & Procedures Manual); 2) Adopt Resolution No. 2021-012, Approving Amendment No. 1 to the Cafeteria Plan; and 3) direct staff to take any actions necessary to implement all revised and update policies and procedures effective July 1, 2021.

Respectfully submitted,

Robert Davison

Digitally signed by Robert Davison
DN: cn=Robert Davison, o=SMCTC,
ou=Exec Director,
email=davisonb@saccounty.net, c=US
Date: 2021.05.28 17:17:52 -07'00'

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

Attachments:

Resolution No. 2021-011
Resolution No. 2021-012
SMCTC Personnel Policies and Procedures Manual (June 3, 2021)
Amendment No. 1 to Cafeteria Plan

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

RESOLUTION NO. 2021-011

**A RESOLUTION APPROVING
"PERSONNEL POLICIES AND PROCEDURES MANUAL"
FOR SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION**

WHEREAS, the Sacramento Metropolitan Cable Television Commission ("Commission") previously adopted the Sacramento Metropolitan Cable Television Commission Personnel Rules and Procedures on April 6, 1983; and

WHEREAS, at various times since then, the Commission has adopted and implemented various employment-related policies; and

WHEREAS, it is necessary to amend these Personnel Rules and Procedures, which have been renamed "Personnel Policies and Procedures Manual," to comply with current law and to formalize or clarify certain of the Commission's established employment-related practices; and

WHEREAS, since legal obligations can periodically change, it is necessary that Commission staff have the authority to update or revise the Manual as necessary to ensure timely legal compliance, subject to subsequent ratification by the Board of Directors of the Commission.

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

SECTION 1. The Commission hereby adopts the Personnel Policies and Procedures Manual ("Manual"), effective June 3, 2021.

SECTION 2. The Board hereby authorizes the Executive Director, or his or her designee, to make any amendments or additions to the Manual that are necessary in order to ensure timely compliance with legal obligations, subject to subsequent ratification by the Board.

SECTION 3. The Board hereby authorizes the Executive Director, or his or her designee, to take whatever actions are needed in order to implement the Manual effective July 1, 2021.

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 3rd day of June 2021, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

Clerk of the Board

Chair of the Board



SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

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

PERSONNEL POLICIES AND PROCEDURES MANUAL

(revised June 3, 2021)

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SECTION 1 GENERAL PROVISIONS

1.1 INTRODUCTION AND PURPOSE

As an employee of the Sacramento Metropolitan Cable Television Commission (“SMCTC”), we hope you will find your employment to be both rewarding and challenging. Because the quality of our employees is the key to our success, we carefully select our new employees. In turn, we expect employees to contribute to the success of SMCTC. This Personnel Policies and Procedures Manual (“Manual”) is intended to set forth the general practices and procedures that are to be followed by SMCTC in the administration of its personnel.

1.2 APPLICATION

Except as provided herein, the policies in this Manual apply to all employees of SMCTC. Where indicated, specific policies are applicable only to regular full-time employees. Other than the Anti-Harassment and Anti-Discrimination Policy, these policies do not apply to members of the Board of Directors, advisory committees, temporary agency employees, the Executive Director, or other persons engaged under contract to provide services.

1.3 RIGHT TO MODIFY

SMCTC reserves the right to modify or delete any of these policies when, in the opinion of its management and/or the Board of Directors, it becomes advisable to do so. Announcement of changes will be made in writing to affected employees through standard communication channels (for example, during employee meetings, in inter-office memoranda, and/or via other manager communications). No oral statements or representations can in any way change or alter the provisions of these Rules.

1.4 PERSONNEL ACTIONS AND EXECUTIVE DIRECTOR AUTHORITY

This Manual cannot address all issues that may arise in overseeing and providing direction to SMCTC personnel. The need may arise from time to time for additional clarification, interpretation, or extension of the policies in this Manual to particular factual settings. The Executive Director (or his or her designee) has the authority to:

- oversee and direct SMCTC employees;
- make and implement employment decisions (including those related to recruitment and hiring, performance management, training, discipline, and termination);
- interpret, apply, and administer employment policies;
- review and respond to employee requests and inquiries; and

- prepare and recommend revisions to these policies

The Board will consider and adopt (or ratify) any amendments or changes to this Manual. Where necessary to ensure legal compliance and for operational guidance and business continuity, the Executive Director has the authority to adopt changes to this Manual (including amending, deleting, and adding policies) subject to subsequent Board ratification.

The Executive Director of SMCTC serves at the pleasure of SMCTC's Board of Directors. This position is not eligible for any employment-related benefits from SMCTC, including sick leave, vacation, health benefits, and retirement. Except as otherwise provided, the Executive Director is not governed by employment policies set forth in this Manual.

SECTION 2 HIRING PROCESS

2.1 RECRUITMENT

When employment vacancies occur, SMCTC will conduct an appropriate recruitment process. The specific process(es) used will vary depending on the type of position and the needs of SMCTC. Recruitment efforts may include internet postings, usage of applicant search tools, and/or media advertisements. In appropriate instances, SMCTC may decide to conduct an internal recruitment before seeking outside applicants or may rely on a prior recruitment. In all cases, the exact methods used are subject to the Executive Director's discretion.

2.2 QUALIFICATIONS AND SCREENING OF APPLICANTS

SMCTC will make all hiring decisions based on merit. When evaluating candidates, SMCTC will consider all relevant factors, including the candidate's knowledge, skills, abilities, qualifications, education, and experience. The specific evaluation methods used will vary, depending on the position, but can include:

- A. Information the candidate supplies on an application form.
- B. Written, performance, or physical tests or examinations, or any combination of these.
- C. Individual and/or panel interviews.
- D. Information supplied by references and previous employers.
- E. Other job-related screening techniques as may be necessary.

If any candidate provides false information or otherwise exhibits any type of dishonesty in the hiring process, the candidate will not be further considered. In addition, if it is discovered that any employee falsified any information in connection with the hiring process, that employee will be subject to disciplinary action, up to and including termination of employment regardless of when that information is discovered.

SECTION 3 CONDITIONS OF EMPLOYMENT

3.1 EQUAL EMPLOYMENT OPPORTUNITY

SMCTC has a commitment to provide equal employment opportunity to all personnel in matters affecting employment, including but not limited to, recruitment, compensation, benefits, promotions, training, discipline, transfer, and layoff. It is the policy of SMCTC that there shall be no discrimination based upon race (including traits historically associated with race, such as hair texture and hairstyles like braids, locks, and twists), color, religion, national origin, ancestry, mental or physical disability, medical condition, sexual orientation, genetic characteristics, gender, gender identity, gender expression, age, military or veteran status, marital status, or any other characteristic protected by applicable law.

If you have any questions regarding this policy or if you have any concerns about workplace discrimination, please let the Executive Director know immediately. A complaint procedure is also addressed in SMCTC's Anti-Harassment and Anti-Discrimination Policy (see section 9.1 below) which you should use to address any instances of workplace harassment or discrimination. SMCTC will not retaliate against any employee who raises concerns in good faith. Anyone found to be engaging in any type of unlawful discrimination will be subject to appropriate disciplinary action, up to and including termination of employment.

3.2 DISABILITY ACCOMMODATION AND FITNESS FOR DUTY

- A. **Reasonable Accommodations.** SMCTC will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. If you feel you need a workplace accommodation due to a physical or mental disability, notify the Executive Director and/or the HR Manager/Administrative Services Officer III ("HR Manager"). You may be required to provide medical certification regarding your disability and need for accommodation. All medical information is kept in a confidential, medical file and shared only on a need-to-know basis. While SMCTC welcomes your suggestions for accommodations to enable you to perform the essential functions of your job, SMCTC will make the final decision as to what, if any, reasonable accommodation to provide.

- B. **Fitness for Duty.** Continued employment with SMCTC is conditioned on an employee being fit and able to perform the duties specified in the applicable job description. SMCTC may require an employee to submit to a medical examination and obtain a fitness for duty certification if SMCTC has a reasonable belief, based on objective evidence, that the employee's ability to perform essential job functions is impaired by a medical condition, or that the employee will pose a direct threat due to a medical condition. Any fitness for duty examination will be job-related and consistent with business necessity. If the examination finds the employee to be in an unfit condition to perform the position

duties, SMCTC will commence an interactive process with the employee to ascertain whether the employee is eligible for any reasonable accommodations.

3.3 LACTATION ACCOMMODATION

SMCTC is committed to providing lactation accommodation in compliance with the law.

- A. **Reasonable Break Time.** SMCTC shall provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child each time the employee has the need to express milk. The break time shall, if possible, run concurrently with any break time already provided to the employee. Break time for an employee that does not run concurrently with any rest time authorized for the employee shall be unpaid, unless the employee wants to use available sick leave or vacation. Employees must notify their supervisor or other appropriate personnel in writing of their intent to make use of the lactation accommodations offered within this policy. At management discretion, beginning or ending work times may be adjusted to accommodate these breaks.

- B. **Appropriate Private Location.** SMCTC shall provide an employee with the use of a room or other location for the employee to express milk in private. The location may be the place where the nursing mother normally works if there is adequate privacy and the location otherwise suits the requirements of the law (e.g., the employee's private office, a supervisor's private office, or a conference room that can be secured).

A lactation room shall be in close proximity to the employee's work area, shielded from view, and free from intrusion while the employee is expressing milk. A lactation room or location shall comply with all of the following requirements:

1. Be safe, clean, and free of hazardous materials.
2. Contain a surface to place a breast pump and personal items.
3. Contain a place to sit.
4. Have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations needed to operate an electric or battery-powered breast pump.

A sink with running water and a refrigerator suitable for storing milk (or another cooling device) shall be made available in close proximity to the employee's workplace. If a refrigerator cannot be provided, an employer may provide another cooling device suitable for storing milk, such as an employer-provided cooler.

For non-traditional worksites and any required travel, the employee and the supervisor or SMCTC's HR Manager should enter into a good faith interactive process to identify reasonable accommodations.

- C. **Lactation Accommodation Request Procedure.** An employee who has a need for lactation accommodation should inform her supervisor or the SMCTC's HR Manager and discuss any relevant workload or scheduling issues. The employee should also complete the Lactation Accommodation request form.

Supervisors who receive a lactation accommodation request shall, in consultation with the HR Manager, do the following:

1. Review available space and prepare to provide appropriate nearby space and break time.
2. Contact the Executive Director for assistance if they are unable to locate appropriate space to meet an employee's request.
3. Respond to the employee's request in writing detailing accommodations that will be made.

- D. **Reporting and Addressing Non-Compliance or Inappropriate Treatment.** It is prohibited under this policy to discharge, discriminate, or retaliate against an employee for exercising or attempting to exercise their right to lactation accommodation. Any incident of such will be appropriately and promptly addressed by SMCTC. Nursing mothers who feel they have been denied appropriate accommodation are encouraged to contact the HR Manager. Appropriate internal investigations will be conducted.

3.4 DRIVING RECORD AND PRIVILEGES

All employees who are required to drive (whether their own vehicle or a SMCTC/County van or vehicle) in connection with their job duties are required to maintain an acceptable driving record.

- A. **Insurance Requirement.** Employees required to drive on SMCTC business must first provide proof of a current valid driver's license and current effective insurance coverage. It is the employee's responsibility to maintain the level of insurance required by California whenever driving in connection with work assignments. Employees are required to submit up-to-date insurance documents upon renewal and/or change of insurance coverage.
- B. **DMV Employer Pull Notice Program.** SMCTC requires all employees who are required to drive as part of their job duties to participate in the California Department of Motor Vehicles Employer Pull Notice Program. This Program provides SMCTC with a means of promoting driver safety through the ongoing review of driver records. Through an agreement with SMCTC and the DMV, the DMV notifies SMCTC if there is any activity on an employee's driving record that limits or prevents him/her from operating a motor vehicle. This is intended to promote motor vehicle safety and ensure that SMCTC receives information bearing on employee driving privileges (including convictions for driving-related offenses, accidents, suspensions, and revocations).

- C. **Prompt Notice of Accidents.** Any accidents or traffic violations must be reported to your supervisor immediately if they occur during your working hours and in the course of your duties. Failure to report an on-the-job motor vehicle accident, no matter how minor, will lead to disciplinary action, up to and including termination. You will be responsible for any tickets you receive while driving on SMCTC business whether in a SMCTC /County van or vehicle or your own personal vehicle.

3.5 DRUG FREE WORKPLACE AND TESTING

SMCTC maintains a workplace free of drugs and alcohol and discourages drug and alcohol abuse by its employees. SMCTC has a vital interest in maintaining safe and efficient working conditions for its employees. Substance abuse is incompatible with health, safety, efficiency, and success at SMCTC . Employees who are under the influence of a drug or alcohol on the job compromise SMCTC’s interests, endanger their own health and safety and the health and safety of others, and can cause a number of other work-related problems, including excessive absenteeism and tardiness, substandard job performance, increased workloads for co-workers, behavior that disrupts other employees, delays in the completion of jobs, and inferior quality in products or service.

To further its interest in avoiding accidents, to promote and maintain safe and efficient working conditions for its employees, and to protect its property, equipment, and operations, SMCTC has established a policy concerning the use of alcohol and drugs and, in some circumstances, will conduct drug testing of employees. As a condition of continued employment with SMCTC, each employee must abide by this policy. All employees are expected to read and abide by this policy in the course of their employment with SMCTC. It is SMCTC’s intent to promote a safe, healthy, and productive work environment for employees. SMCTC recognizes that the illegal and/or excessive use of drugs and/or alcohol is not conducive to safe working conditions. SMCTC also recognizes that employees who work while impaired endanger the health and safety of their co-workers and members of the public. It is the objective of SMCTC to have a workforce that is free from the influence of illegal substances and alcohol during work hours and at all times on the premises of SMCTC .

- A. **Purpose of this Policy.** The purposes of this policy are:

- (1) to establish and maintain a safe, healthy working environment for all employees;
- (2) to ensure the safety and health of all SMCTC employees, customers, and members of the public with whom SMCTC employees interact;
- (3) to ensure the sound reputation of SMCTC and its employees within the community and industry;
- (4) to reduce the number of injuries to persons or property; and
- (5) to reduce absenteeism and tardiness and to improve productivity.

B. **Testing/Policy Requirements.** As an employee of SMCTC , you will be required to submit to alcohol/drug testing in accordance with the terms of this policy. The following rules represent SMCTC's policy concerning substance abuse, effective immediately:

- (1) The unlawful possession, manufacture, distribution, dispensation, or use of any illegal substance is inconsistent with SMCTC's objective of operating in a safe and efficient manner and is strictly prohibited. Accordingly, no employee shall engage in the unlawful possession, manufacture, distribution, dispensation, or use of any illegal substance during working hours or at any time on the premises of SMCTC. No employee shall report to work or continue to work while under the influence of any drug whose manufacture, sale, dispensation, distribution, use or possession is unlawful. Similarly, no employee shall use or have in his or her possession on the premises of SMCTC any prescription medication other than medications currently prescribed by a physician for the employee. For purposes of this policy, the terms "drug" and "illegal substance" include any substance that is defined as illegal under either California or federal law. Because marijuana is defined as illegal under federal law, it is treated as a drug and illegal substance under this policy.
- (2) Employees taking physician-prescribed medications which impair their job performance should not report to work. An employee who is using prescription or over-the-counter drugs that may impair the employee's ability to safely perform the job, or affect the safety or well-being of others, must notify a supervisor of such use immediately before starting or resuming work.
- (3) The use of alcoholic beverages by employees engaged in the operation or maintenance of SMCTC's equipment and/or facilities is inconsistent with the objective of operating in a safe and efficient manner. Accordingly, no employee shall use or possess alcoholic beverages on SMCTC's premises or during working hours. No employee shall report to work or continue to work under the influence of alcoholic beverages. The consumption of alcohol at SMCTC sponsored events does not violate this policy, though employees are expected to behave responsibly.
- (4) Desks and storage areas are the property of SMCTC and must be maintained according to SMCTC's standards. All such areas must be kept clean and are to be used only for work-related purposes. SMCTC reserves the right, at all times and without further notice, to conduct searches and inspections of any or all employee work areas and other SMCTC property for the purposes of determining if this Policy has been violated.

All vehicles and containers, including bags, boxes, purses, backpacks, briefcases, and lunch containers brought onto SMCTC's premises are subject to inspection at any time an authorized representative of SMCTC has a reasonable suspicion that a SMCTC rule, policy, or regulation has been violated and such an inspection is

reasonably necessary in the investigation of such violation(s). Such inspections will be conducted, to the extent reasonably possible, in a manner designed to preserve the dignity of the employee. Inspections will be done in a private area, and will be conducted by a member of the same sex. An employee who refuses to consent to such an inspection may be subject to disciplinary action up to and including termination.

- (5) As a condition of continued employment, employees must abide by this and all other policies in these Personnel Policies. As a further condition of continued employment, any employee who is convicted of a violation of any criminal drug statute related to the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances in the workplace must inform SMCTC no later than five (5) days after such conviction (this requirement does not apply to convictions of misdemeanor marijuana offenses). Any employee who is so convicted shall be subject to disciplinary action, up to and including but not limited to termination of employment. SMCTC in its sole discretion may require an employee who is convicted of any offense set forth above to satisfactorily participate and complete a drug use/abuse assistance or rehabilitation program as a condition of continued employment with SMCTC.

C. **Authorized and Unauthorized Conduct.** SMCTC adheres to the following:

- (1) Customary Use of Over-the-Counter Drugs. Nothing in this policy is intended to prohibit the customary and ordinary purchase, use, possession, or dispensation of over-the-counter drugs, so long as that activity does not violate any law or result in an employee being impaired by the use of such drugs in violation of this policy.
- (2) Off-the-Job Conduct. This policy is not intended to regulate off-the-job conduct, so long as the employee's off-the-job use of alcohol or legal drugs does not result in the employee being under the influence of or impaired by the use of alcohol or drugs in violation of this policy. Employees can be subject to drug testing as described below.

D. **Drug Testing.** SMCTC will conduct drug testing of employees under the following circumstances:

- (1) Pre-employment. All initial offers of employment for positions with SMCTC will be made contingent upon satisfactory completion by the applicant of a pre-employment drug and alcohol screen (bodily fluid testing). Positive test results shall not bar reapplication at a later time. If an employee refuses or fails to cooperate with the administration of the drug and alcohol test, the refusal will be handled in the same manner as a positive test result.

- (2) For Cause Testing. If SMCTC has a reasonable suspicion that an employee is (1) intoxicated or under the influence of drugs or alcohol, or (2) has used drugs or alcohol on SMCTC's premises or during working time, or (3) is under the influence of drugs or alcohol during working time, the employee may be directed to undergo drug and/or alcohol testing at an independent licensed laboratory to determine whether a violation of this policy has occurred. "Reasonable suspicion" includes: a suspicion that is based on specific personal observations such as an employee's manner, disposition, muscular movement, appearance, behavior, speech or breath odor; information provided to management by an employee, by law enforcement officials, by a security service, or by other persons believed to be reliable; or a suspicion that is based on other reliable surrounding circumstances. "Reasonable suspicion" may be based upon: evidence of illegal substances or alcohol on or about the employee's person or in the employee's immediate vicinity; a pattern of unusual conduct or erratic behavior on the employee's part that suggests impairment or influence of illegal substances or alcohol; any physical circumstances that suggest impairment or influence of illegal substances or alcohol; arrest or conviction of a drug-related offense or the identification of the employee as the focus of a criminal investigation involving illegal substances; information provided by a reliable and credible source that the employee is under the influence of illegal substance or alcohol; evidence that the employee has tampered with a previous drug test.

If an employee refuses or fails to cooperate with the administration of the drug and alcohol test, the refusal will be handled in the same manner as a positive test result.

- (3) Post-accident. Any employee involved in a serious on-the-job accident or injury resulting in personal injury or property damage that appears likely to exceed \$2,500 may be required to submit to an alcohol/drug test, as part of an investigation to determine the root cause of the incident. "Involved in an on-the-job accident or injury" means not only the one who was injured, but also any employee who potentially contributed to the accident or injury in any way.

If an employee refuses or fails to cooperate with the administration of the drug and alcohol test, the refusal will be handled in the same manner as a positive test result.

- E. **Manner of Testing.** SMCTC will refer the applicant or employee to an independent, National Institute on Drug Abuse (NIDA)-certified medical clinic or laboratory, which will administer the test. SMCTC will pay the cost of the test. When an employee is directed to undergo drug/alcohol testing because SMCTC possesses reasonable suspicion that the employee is intoxicated or under the influence of drugs or alcohol, the employee shall be transported to the laboratory by a designated SMCTC employee or designated transportation provider. The employee will have the opportunity to alert the clinic or

laboratory personnel to any prescription or non-prescription drugs that he or she has taken that may affect the outcome of the test. All drug testing will be performed by urinalysis. Initial screening will be done by EMIT II (enzyme multiplied immunoassay technique). Positive results will be confirmed by appropriate diagnostic testing.

The clinic or laboratory will inform SMCTC as to whether the applicant or employee passed or failed the drug test. If an employee fails the test, he or she will be considered to be in violation of this policy and will be subject to discipline accordingly.

Refusal to cooperate fully in drug and/or alcohol testing procedures under the circumstances described above may constitute insubordination and may result in disciplinary action, up to and including termination.

If SMCTC directs an employee to undergo drug or alcohol testing based upon a reasonable suspicion, the employee will be placed on administrative leave from the time of the initial testing until test results are received and reviewed by SMCTC. Employees subject to “for cause” disciplinary action will be placed on paid administrative leave, whereas all others will be placed on unpaid administrative leave.

Any employee whose test results are positive for the presence of any of the specified substances will be given a reasonable opportunity to explain or present exculpatory evidence before any permanent disciplinary action is taken.

- F. **Counseling/Employee Assistance.** Employees who suspect they may have alcohol or drug problems, even in the early stages, are encouraged voluntarily to seek diagnosis and to follow through with the treatment as prescribed by qualified professionals. Employees who wish to voluntarily enter and participate in an approved alcohol or drug rehabilitation program are encouraged to contact the Executive Director, who will determine whether SMCTC can accommodate the employee by providing leave for the time necessary to complete participation in the program. SMCTC abides by all applicable laws and regulations regarding providing leaves of absence to employees who are addicted to drugs. Employees should be aware that participation in a rehabilitation program will not necessarily shield them from disciplinary action for a violation of this policy, particularly if discipline is imposed for a violation occurring before the employee seeks assistance. The time to request assistance is before any misconduct or violation of policy occurs, as SMCTC is not obligated to overlook or ignore any policy violations.

- G. **Accommodations.** Nothing in this policy is intended to diminish SMCTC’s commitment to employ and reasonably accommodate qualified disabled individuals. SMCTC will reasonably accommodate qualified disabled employees who must take legal drugs because of their disability and who, because of their appropriate use of such drugs, cannot perform the essential functions of their positions without reasonable accommodation. In addition, SMCTC will provide a leave of absence to eligible employees who wish to seek treatment for drug and alcohol dependency. To this end, employees desiring such assistance should request a treatment or rehabilitation leave.

SMCTC is not obligated, however, to continue to employ any person whose performance of essential job duties is impaired because of current drug or alcohol use, nor is SMCTC obligated to re-employ any person who has participated in treatment and/or rehabilitation if that person's job performance remains impaired as a result of dependency. SMCTC is not obligated to accommodate current usage of illegal drugs or alcohol.

Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency or problem, will not automatically be given a second opportunity to seek treatment and/or rehabilitation. This policy on treatment and rehabilitation is not intended to affect SMCTC's treatment of employees who violate the regulations described above. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

Violation of the above standards of conduct will not be tolerated. An employee who violates this policy is subject to discipline, up to and including immediate discharge, even for a first violation. Where appropriate, SMCTC also may bring the matter to the attention of appropriate law enforcement authorities.

3.6 TEMPORARY WORK IN ANOTHER POSITION

An employee may be temporarily assigned extra and/or different duties on an acting basis as needed by SMCTC. When an employee is assigned to perform a significant amount of the duties of a higher position on a temporary basis and that assignment lasts for more than two (2) consecutive weeks, the employee shall be paid based on the wage range for the higher position for the time spent in the position. The employee shall receive five percent (5%) above the employee's regular pay, so long as that amount does not exceed the top step of the higher position.

3.7 RE-EMPLOYMENT AFTER RESIGNATION

A person who has resigned from SMCTC in good standing may seek re-employment within one (1) year from the date of resignation. Persons qualifying under this rule shall be considered, along with any other qualified applicants generated by any selected recruitment process, when openings occur in the classification. Former employees are not guaranteed reinstatement. All hiring decisions are based on merit and the legitimate needs of SMCTC.

If re-employed within 12 months of resignation, the employee shall be placed on the same step of the salary range occupied on the date of resignation, all unused sick leave not cashed-out pursuant to the sick leave policy will be reinstated, and the employee's length of prior service will be considered for purposes of vacation accrual. The employee shall be required to complete a probationary period.

3.8 EMPLOYMENT OF RELATIVES AND DISCLOSURE OF PERSONAL RELATIONSHIPS

SMCTC desires to avoid misunderstandings, complaints of favoritism or lack of objectivity, claims of sexual harassment, and the morale and dissension problems that potentially result from romantic or other non-work-related relationships between employees. In order to implement these objectives, SMCTC abides by the following requirements:

- A. **Limitation on Hiring Family Members.** SMCTC discourages the employment of relatives within the same department. An employee will not be allowed to work in a position that would result in he/she directly or indirectly supervising or reporting to a Family Member (defined below). Additionally, SMCTC may prohibit reporting relationships between employees who are romantically involved with one another. A reporting relationship exists between two employees if one employee is within another employee's chain of command and is directly or indirectly supervised by the other. SMCTC will disqualify any applicant for employment or transfer where the result of that hiring or transfer would put an employee in direct supervision of (or under the direct supervision of) a Family Member or otherwise create a security, safety, or morale problem for SMCTC.

For purposes of this policy only, Family Member includes parent, child, grandparent, grandchild, uncle, aunt, niece, nephew, cousin, sibling, spouse, domestic partner, cohabitants, or in-law relations (whether arising from a spouse or domestic partner relationship). Family Member is intended to encompass all family-like relationships regardless of blood or legal relationship.

- B. **Disclosure Requirement.** Employees are required to immediately notify the Executive Director of any relationship (either a familial or a romantic relationship) that potentially falls under this policy. If, in SMCTC's opinion, any of the potential problems noted above cannot be avoided in a reasonable manner, SMCTC may take any action that SMCTC deems appropriate to appropriately address the situation.

3.9 PERSONNEL RECORDS

The official confidential personnel file will be maintained by SMCTC for each individual employed. Employees may review their files at a mutually agreeable time in SMCTC's office during regular business hours.

3.10 BUSINESS CONTINUITY

In the event of a pandemic, natural disaster, or other event affecting SMCTC operations, SMCTC may make appropriate modifications to the work environment, employees' assigned duties, and the method of job performance. In such circumstances, SMCTC may allow for special remote work arrangements or make other adjustments (including, but not limited to, allowing children in the workplace) as a temporary alternative to ensure SMCTC's business continuity. The Executive Director/HR Manager will decide when to implement these work remote work arrangements as well as identify which employees will be provided with work on a remote basis.

This arrangement in no way changes the terms and conditions of employment with SMCTC or the essential functions of an employee's position.

SECTION 4 PROBATIONARY PERIOD

4.1 REQUIREMENT

All regular employees of SMCTC (including limited term and promotional appointments) must satisfactorily complete a probationary period. A probationary period is regarded as part of the selection process and provides the employee's supervisor, others in management, and the Executive Director the opportunity to observe and evaluate an employee's competence, general fit for the position, and ability to perform assigned duties. The probationary period must be satisfied at the commencement of employment as well as upon promotion or transfer. During this period, the employee can be terminated at-will for any reason with or without cause and without the right of appeal. Not all employees are provided a probationary period; employees who are hired "at-will," such as part-time Production Assistants, do not complete a probationary period and are subject to termination at any time for any reason.

4.2 DURATION

The length of the probationary period (with consecutive service) is as follows:

Position Title	Length of Probationary Period
Senior Office Assistant	6 months
Senior Office Specialist	6 months
Programming Coordinator	6 months
Technical Assistant	6 months
Administrative Services Officer III	1 year (12 months)
Administrative Services Officer I	1 year (12 months)
Production Director	1 year (12 months)
Technical Coordinator	1 year (12 months)

The initial probationary period for any position can be extended for a specified period of time, not to exceed an additional six months, if the employee's supervisor (with the concurrence of the Executive Director) reasonably determines that additional time is needed to assess performance and evaluate whether the employee is a good fit for the position. A consecutive leave of absence for more than fourteen (14) days (for any reason) during the probationary period will automatically extend the probationary period for the equivalent number of days.

4.3 TERMINATION DURING PROBATIONARY PERIOD

Probationary employees serve entirely at the will and pleasure of SMCTC and may be terminated at any time without cause and without right of appeal or hearing at any time during the probationary period.

4.4 COMPLETION OF PROBATIONARY PERIOD

Upon satisfactory completion of the probationary period, the employee's supervisor/manager must provide written documentation, signed by the Executive Director and HR Manager, confirming the satisfactory completion of the probationary period. An employee does not automatically successfully complete the probationary period simply by remaining employed for the entire duration of the probationary period. Once written documentation is provided and signed, then the employee will become a "regular employee."

SECTION 5

PERFORMANCE APPRAISAL SYSTEM

5.1 PERFORMANCE REVIEWS

All supervisors/managers shall conduct performance reviews for each employee supervised by that supervisor/manager. The evaluation shall be in writing and presented to and discussed with the employee. The purpose of evaluations is to provide constructive and meaningful feedback for employees. As a result, evaluations shall provide recognition for effective performance and also identify areas that need improvement. Employees are expected to provide their own input on their evaluations by completing a self-evaluation. Employees can also provide responding comments after receiving their evaluations. Employees are encouraged and expected to take an active role in their development and in the performance evaluation process.

5.2 TIMING OF PERFORMANCE EVALUATIONS

Probationary employees serving a six-month probationary period should be evaluated at least once during the probationary period, with the evaluation occurring after approximately three months. Probationary employees serving a 12-month probationary period are to be evaluated after approximately three, six, and nine months of service. If an employee's probationary period is extended, the employee should be reviewed at three (3) month intervals after the extension. Supervisors/managers have the discretion to determine the appropriate timing of probationary evaluations, with the goal to provide meaningful feedback about the employee's initial performance.

Regular employees who have completed their probationary period are to be evaluated at least annually, commencing approximately one year after completion of probation and continuing at yearly intervals thereafter. Employees can also be evaluated more frequently, in the discretion of their supervisor. Employees are eligible for their first step increase upon the completion of probation. Any employee who, since the last evaluation date, was on a leave of absence for any reason for thirty (30) or more days (whether continuous or intermittent) shall have his/her performance review (and step increase, if any) delayed according to the number of days he/she was off work.

At-will employees are subject to annual performance evaluations.

5.3 STEP INCREASES

A. **Eligibility.** Employees who have not yet reached the highest step in their pay range may be eligible for a step increase in connection with their performance evaluation. Employees are not automatically entitled to a step increase. All decisions about step increases are subject to the supervisor's sole discretion and approval, with the concurrence of the HR Manager and Executive Director. The decision of whether to award a pay increase is based on merit, satisfactory performance, budgetary limitations,

and any other relevant considerations. If a step increase is determined appropriate, a confirming memo shall be provided. In appropriate circumstances, employees can be provided with a step increase consisting of more than one step, based on the supervisor's recommendation and with the Executive Director's approval.

- B. **Timing.** An employee is eligible for and can be considered for their first step increase upon the completion of probation. Thereafter, an employee can be considered for a step increase with each annual performance evaluation. If a step increase is granted, it will be made effective as of the date the employee was due for a performance evaluation.
- C. **No Step Increase Awarded.** If a step increase is determined not to be appropriate for performance reasons, the Executive Director may (but is not required to) authorize a further evaluation report within the next three (3) months. If no further evaluation is authorized, the employee will be reviewed on the next scheduled performance evaluation.

SECTION 6

HOURS OF WORK AND COMPENSATION

6.1 EMPLOYMENT STATUS

SMCTC has the following types of positions:

- A. **Regular Full-Time.** A position in which the employee is expected to work continuously on a full-time basis. A position can be “exempt” or “non-exempt” for purposes of overtime. A “regular” position is subject to a probationary period, following completion of which the disciplinary action section applies.
- B. **Regular Part-Time.** A position in which the employee is expected to work continuously on a part-time basis. A position can be “exempt” or “non-exempt” for purposes of overtime. A “regular” position is subject to a probationary period, following completion of which the disciplinary action section applies.
- C. **Exempt.** Employees fulfilling the requirements for the executive, administrative, or professional exemptions under applicable federal and state wage and hour laws are considered “exempt” and are not entitled to overtime compensation. These employees are expected to devote however many hours are necessary to perform the tasks of their position.
- D. **Non-Exempt.** Employees who do not meet the requirements for exempt status are eligible for the payment of overtime as required by applicable law.
- E. **Part-Time At-Will (Production Assistants).** A position in which the employee is hired on a part-time, at-will basis to work as a Production Assistant. This position is not subject to a probationary period and is terminable at-will.
- F. **Limited Term.** A position of limited duration, made necessary by seasonal workloads, special projects, or other reasons. These positions can be “exempt” or “non-exempt” as provided above. Unless otherwise specified, full-time limited term positions are subject to policies and are eligible for benefits the same as regular full-time positions.
- G. **Temporary.** A position where the employee is hired on a temporary basis (either directly or through a staffing agency) with no guarantee or expectation of a continued assignment. These employees are typically hired to perform a particular project or to fulfill a temporary need arising out of the unavailability of regular personnel. Temporary employees will not work in excess of 1,040 hours during each fiscal year and are terminable at will.
- H. **Student Intern.** A position occupied by a continuing student on a temporary and limited term basis.

- I. **Volunteer.** An individual who volunteers services to SMCTC for civic, charitable, or humanitarian reasons, without promise, expectation, or receipt of compensation for services rendered.

6.2 HOURS OF WORK AND WORK SCHEDULES

The normal hours of work for employees in regular full-time positions are from 8:00 a.m. to 5:00 p.m., Monday through Friday. Such employees shall normally work a five-day forty (40) hour week, or its equivalent. Lunch periods shall be scheduled for all employees and will normally be for one hour duration. The supervisor, with HR Manager approval, may adjust hours of work, the work week, and lunch periods for employees which vary from the normal schedule. Employees can request reasonable schedule accommodations, which are subject to approval from the employee's supervisor and the HR Manager with notification to the Executive Director.

6.3 PAY PERIODS AND PAYDAYS

The wages of all SMCTC employees shall be paid semi-monthly. In the event a payday falls on a weekend or one of the holidays listed, the immediately preceding working day shall become the payday. Upon request, SMCTC employees can be paid via direct deposit into a personal bank account.

6.4 WORKWEEK

The workweek begins on Sunday at 12:01am and ends the following Saturday at midnight.

6.5 MEAL PERIODS AND REST BREAKS

- A. **Meal Periods.** Employees are provided with one hour for lunch each day, to be taken approximately in the middle of the workday. When feasible, an employee may be granted permission by the employee's supervisor to reduce the lunch break to not less than 30 minutes. Employees are expected to observe assigned working hours and the time allowed for meal periods. Shorter lunch breaks are not available merely for the purposes of providing a shorter workday. Meal periods are unpaid and must be reflected on the employee's timecard; employees are relieved of all responsibility and can use the time as the employee chooses, as long as the employee returns to the worksite at the conclusion of the meal period.
- B. **Rest Breaks.** Employees are also entitled to a mid-morning break of fifteen (15) minutes and a mid-afternoon break of fifteen (15) minutes. Time allocated to breaks may not be accumulated or used to come in late, leave early, or add to a meal period.

6.6 COMPENSATION

- A. **Rates of Pay.** Each employee shall be paid a rate of pay within the pay range for the position for which the individual is employed. All newly appointed employees shall be

paid at the first step of the salary range for the position to which the introductory employee is appointed except as provided elsewhere herein.

- B. **Entrance Salary.** An employee shall be appointed at the minimum step for the pay range unless the Executive Director determines the necessity to make an appointment at a higher step. Consideration may be given to the qualifications of the candidate, availability of applicants, and the resulting relationship with other similar positions.
- C. **Promotion.** An employee who is promoted shall be placed at the step of the salary range that results in the employee receiving a pay increase of at least five percent (5%). In no event, however, shall the employee be provided a salary that exceeds the maximum step of the new salary range. Upon satisfactory completion of the probationary period (and completion of a confirming memo), the employee will be eligible to proceed to the next step of the salary range.
- D. **Reclassification.** An employee whose position is reclassified to a higher class will receive a pay increase of at least five percent (5%) provided that such employee shall be placed at the lowest qualifying step and no more than the maximum step of the higher classification. A reclassified employee will not be placed on probation. When an employee's position is reclassified to a lower classification, the employee's salary shall remain unchanged. If the salary is above the maximum step of the lower classification, the employee's salary shall be y-rated and no further salary increases shall be granted until such time as the current salary falls within the range of the new classification.
- E. **Transfer.** When an employee is transferred from one position to a comparable position, the employee's salary shall remain the same, and the employee will not be placed on probation.
- F. **Demotion.** When an employee is demoted (whether voluntarily or involuntarily), the employee shall be paid in accordance with the established compensation/pay ranges for the new position. The Executive Director, with input from the employee's supervisor and the HR Manager, will determine the employee's appropriate step in the demoted position.

6.7 OVERTIME

- A. **Overtime Generally.** Non-exempt employees who work in excess of forty (40) hours per week shall be compensated for such overtime at time and one-half (unless the employee elects to receive compensatory time off). Sick leave, vacation, holidays, or any other form of paid time off, shall not be considered as time worked for purposes of overtime compensation. Exempt management employees shall not be entitled to overtime compensation, and any hours worked beyond normal working hours shall be considered part of the duties and responsibilities of the position. Before working overtime, employees must first obtain supervisor approval. In certain instances, with advance supervisor approval, an employee's assigned work hours may be adjusted within one

workweek to minimize or avoid the necessity for overtime (such as where an employee, with supervisor approval, works in excess of assigned hours on one particular day).

B. **Compensatory Time Off.** For hours worked in excess of 40 each workweek, employees can opt to receive compensatory time off (CTO) instead of cash compensation for overtime in certain circumstances.

1. Agreement. Employees electing this option must sign a CTO agreement, agreeing to voluntarily receive CTO in lieu of overtime wages.
2. Rate earned. Employees earn CTO at the rate of one and one-half hours for each hour worked in excess of forty (40) hours in the workweek.
3. Maximum accrual. Compensatory time off (CTO) may be accrued up to a maximum of forty (40) hours through the last full pay period in December of each year. Once an employee earns forty (40) hours of CTO, any overtime hours worked will be paid to the employees as wages as hours are worked in accordance with SMCTC's regular payroll schedule. If an employee thereafter uses accrued CTO and falls below the maximum cap, then the employee will resume earning CTO.
4. Usage of CTO. Employees can use accrued CTO upon request, subject to SMCTC's regularly applicable rules of scheduling time off and provided the use of CTO at the requested time does not unduly disrupt SMCTC's operations.
5. Mandatory Cash-Out. All CTO not used by the end of the calendar year will be paid to the employee in cash as wages. This cash payment will be included in the employee's second paycheck in January. An employee who terminates employment for any reason shall be entitled to cash compensation for all accrued CTO.
6. Exempt Management Employees Not Eligible. Management employees who are considered exempt under applicable wage and hour rules are not entitled to accrue CTO and will not be paid for any additional hours worked – even if hours exceed forty (40) in one workweek.

6.8 CABLE AND INTERNET

- A. **Basic Cable.** Designated employees are required to monitor Metro Cable 14. Since the cable channel runs programming after normal business hours, designated employees are responsible for monitoring the channel after-hours and on weekends. Employees designated to perform those activities are reimbursed the basic cable rate for having access to Metro Cable 14.
- B. **Internet.** Designated employees are required to use the internet to monitor Metro Cable 14 and the streaming of the channel which appears on SMCTC website after-hours and

on weekends. Designated employees are reimbursed up to \$25 per month for internet services.

6.9 PAYMENT FOR ON-CALL ACTIVITIES

Designated employees are required to periodically remotely monitor Metro Cable 14 after normal business hours. Employees assigned to the task will be provided with a minimum of one (1) hour of pay for each day of assigned monitoring. Should the employee devote in excess of one (1) hour on any particular day (either remotely or by reporting to a work location to assess and repair outages or other problems), the employee will be compensated, at the appropriate rate of pay, for all time spent. All hours worked (including assigned monitoring) shall be reported on an employee's timecard. For monitoring and any extra time spent Monday through Friday, employees, with supervisor approval, can work a reduced workday on another day during the same workweek (preferably on the next working day by either coming in late or leaving early). If the employee works in excess of forty (40) hours for the workweek, the additional hours will be compensated with CTO if the employee has signed an agreement electing to receive CTO in lieu of overtime compensation. Otherwise, the hours will be paid as hours worked at the appropriate rate of pay.

6.10 TRAVEL/MILEAGE REIMBURSEMENT

When required to travel on SMCTC business, employees will be paid for travel time and expenses incurred as required by applicable law. If an employee uses his/her private vehicle on SMCTC business during the workday, the employee shall be compensated at the prevailing IRS per diem mileage rate for any work-related travel. Mileage is not payable for employee travel to or from SMCTC's offices from home, as employees are responsible for normal commute costs. If an employee is requested to travel to a work location in excess of the employee's normal commute distance, then the employee will be paid for mileage for the excess. Employees must submit mileage reimbursement forms to the employee's supervisor for review/approval; eligible expenses will be processed and paid on a monthly basis.

6.11 MEAL REIMBURSEMENT

Employees of SMCTC who travel for business as approved by the Executive Director may request meal reimbursement as allowed in the County of Sacramento Travel Policy. Meal reimbursement is allowed up to the per diem rate. SMCTC can accept the per diem rate or elect to require itemized receipts and pay the lesser of actual or the per diem rate. Meal reimbursement, including reasonable tips, will be for actual amounts up to the maximum amount, based on the U.S. Department of State ("CONUS Rates") meal rate.

6.12 TERMINATION PAY

Termination checks with final wages shall be disbursed on a regularly scheduled semi-monthly payday unless otherwise approved by the Executive Director.

SECTION 7

BENEFITS, HOLIDAYS, VACATION, SICK LEAVE AND OTHER PAID TIME OFF

7.1 BENEFITS AND INSURANCE COVERAGE

- A. **Cafeteria Plan.** All regular, full-time employees are eligible to participate in SMCTC's cafeteria plan ("the Plan"). This policy summarizes the benefits available, the full terms of which are set forth in the written plan available from the HR Manager.
- (1) Available Benefits. SMCTC provides a monthly flexible benefit allowance to each eligible employee for the purchase of any benefits offered under the Plan, including health, dental, vision, life, and EAP.
 - (2) Amount of Allowance. The amount of SMCTC's contribution is established in the Schedule of Benefits attached as Schedule "A" to the Plan. This amount is approved by the Board and is subject to periodic adjustment (either upward or downward).
 - (3) Cash Out. An employee who does not allocate the entire monthly allowance to the purchase of benefits under the Plan can elect to receive the excess allowance as taxable wages. Employees eligible for the allowance and who are covered by another group health plan may receive a monthly taxable payment in-lieu of insurance coverage. The amount of the cash out for those who waive health benefits is established in the Schedule of Benefits attached as Schedule "A" to the Plan, and the conditions that apply are set forth in the Plan.
- B. **Disability Insurance.** Each employee contributes to the state of California for State Disability Insurance (SDI). Contributions are made through a payroll deduction. If you have sustained a non-work-related illness or injury, you may be eligible for state disability insurance benefits. Eligibility and benefit amounts are determined by the State of California. Where appropriate, SMCTC integrates SDI with available sick leave. See the HR Manager for more information.
- C. **Workers' Compensation.** You are protected by SMCTC's workers' compensation insurance policy while employed by and working for SMCTC. The policy provides benefits to eligible employees in case of occupational injury or illness while working for SMCTC.
- D. **Retirement Plan.** SMCTC is a member of CalPERS, and pension benefits are made available to eligible employees in accordance with SMCTC's contract with CalPERS. SMCTC makes the required employer contributions, and employee contributions shall be as required by laws applicable to the CalPERS system. For more information about employee eligibility to participate, contribution rates, or pension benefits, please see the HR Manager.

7.2 EDUCATION REIMBURSEMENT

SMCTC provides reimbursement for certain education costs incurred by eligible employees in accordance with the terms of this policy.

- A. **Purpose.** The purpose of this Education Reimbursement Policy is to promote the professional development of SMCTC employees, add value to employees' job performance, and prepare employees for career mobility (promotion or transfer to other jobs within SMCTC).
- B. **Eligibility.** All regular full-time SMCTC employees are eligible to apply for reimbursement.
- C. **Maximum Benefit Available.** The maximum reimbursement available shall be \$1,500 per calendar year. The timing is determined by when the course is completed (not by the date on which the expenses are incurred or the reimbursement check is issued).
- D. **Courses Eligible for Reimbursement.** To be eligible for reimbursement, the course must be related to the employee's current job or to employee career mobility within SMCTC. The course must be offered by an accredited institution, which can include high schools, colleges, universities, and business, vocational, or occupational schools. Other trade or professional associations or institutes may also be acceptable at the discretion of the Executive Director.
- E. **Approval.** Employees must apply for approval for reimbursement under this policy prior to signing up for any course or incurring any costs. A form is available from the HR Manager for this purpose. The Executive Director will determine whether the course meets the objectives of this policy.
- F. **Costs Eligible for Reimbursement.** The following costs are subject to reimbursement: course tuition/registration fees; required books/supplies; and parking fees (if any) to attend classes. Transportation to and from courses and meals incurred do not qualify for reimbursement. Employees must retain and submit receipts for all eligible expenses in order to be entitled to reimbursement.
- G. **Scheduling Courses.** Because the course is being completed at the employee's initiative and is not being required as a condition of SMCTC employment, the employee is expected to attend classes and perform all coursework during the employee's personal, non-working time. If the course is only offered during the employee's standard working hours, the employee may request permission to flex hours, use vacation, and/or take leave without pay to attend class. This request must be made at the time the employee applies for approval to obtain reimbursement for a particular course. Given the size of SMCTC's workforce, SMCTC has complete and total discretion whether to approve such requests. When addressing a request, the Executive Director will evaluate its current staffing levels, its operational needs, business demands, and any other relevant factors.

- H. **Successful Completion.** To be eligible for reimbursement, the employee must successfully complete the course and show evidence or certificate of completion. For graded courses, employees must show evidence of a grade of a “C” or better; for courses taken or graded as pass/fail or satisfactory/unsatisfactory, employees must show evidence of “Pass” or “Satisfactory.” For courses not graded, the employee must provide SMCTC with evidence of successful completion issued by the course provider.
- I. **Requesting Reimbursement.** Following course completion, the employee must submit a request for reimbursement. A form is available for this purpose from the Administrative Services Officer.

7.3 HOLIDAYS

SMCTC observes the following holidays. SMCTC reserves the right to decide on which working days the holidays will be observed:

New Year’s Day	Columbus Day
Martin Luther King Day	Lincoln’s Birthday
Washington’s Birthday	Veteran’s Day
Caesar Chavez Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Independence Day	Christmas Eve or New Year’s Eve (4 Hours) (at SMCTC’s discretion)
Labor Day	Christmas Day

- A. **Recognized Holidays.** When one of these holidays falls on a Saturday, the employees shall generally be given the preceding Friday off. When one of these holidays falls on a Sunday, the employees shall generally be given the following Monday off. SMCTC reserves the right to select days of holiday observance and to establish a schedule that best serves SMCTC needs.
- B. **Pay for Hours Worked on Holiday.** When a non-exempt employee is required to work on a recognized holiday, the employee shall be paid time and one-half for all actual hours worked on the holiday.
- C. **Eligibility for Holiday Pay.** In order to be eligible for holiday pay, the employee must work or be on approved paid leave the entire regularly scheduled shift immediately before and immediately after the holiday. Employees who are on unpaid leave are not eligible for and will not receive holiday pay.
- D. **Eligible Employees.** All regular and limited-term full-time employees are eligible for holiday pay. Part-time employees are not eligible for holiday pay. If part-time employees work on a recognized holiday, the part-time employees will receive pay at the rate of time and one-half.

7.4 VACATION LEAVE

SMCTC provides vacation leave to all full-time employees.

- A. **Rate of Accrual of Vacation Leave (Annual Leave).** Vacation leave accrues on a pro rata basis per pay period at the rates shown below. Eligible employees begin accruing vacation on their first day of employment:

YEARS OF SERVICE	DAYS / HOURS	MAXIMUM CAP
0 – 3 years of service	3.66 hours/pay period (87.84 hours/year)	175.68 hours
3 – 6 years of service	5.33 hours/pay period (127.92 hours/year)	255.84 hours
6 – 9 years of service	5.96 hours/pay period (143.04 hours/year)	286.08 hours
9 – 12 years of service	6.71 hours/pay period (161.04 hours/year)	322.08 hours
12 – 15 years of service	7.69 hours/pay period (184.56 hours/year)	369.12 hours
Over 15 years of service	8.33 hours/pay period (199.92 hours/year)	399.84 hours

Employees accrue vacation only during times of active service. Employees will not accrue vacation during any periods of unpaid leave.

- B. **Cap on Accrued Vacation Time.** Employees shall be able to accrue no more than the number of vacation days they are entitled to earn in two years of employment. Once the maximum vacation accrual is reached (as identified in the table above), the employee will cease accumulating additional vacation time. Once the employee uses vacation so that the accrued amount falls below the maximum, the employee will start accumulating vacation again.
- C. **Usage of Vacation.** In order to take vacation, employees must obtain pre-approval from their supervisor. Supervisors will consider requests in light of all relevant criteria, including operational concerns and business needs, seniority, scheduling issues, leave balances, timing of the request, and fairness.

- D. **Mandatory Cash-Out.** If an employee has 160 hours or more of accrued vacation as of December 31, SMCTC will cash-out forty (40) hours of vacation at the employee's then-current rate of pay. This cash-out is mandatory and will be paid with SMCTC's second regularly scheduled payday in January. Any employee who does not have at least 160 hours of accrued vacation as of December 31 is not eligible for any mandatory cash-out. This determination will be made as of December 31 each calendar year.
- E. **Vacation Pay Upon Termination.** Upon termination, employees are entitled to payment for unused vacation leave.

7.5 SICK LEAVE – FOR FULL-TIME EMPLOYEES (REGULAR AND LIMITED TERM)

- A. **Accrual of Sick Leave.** Regular full-time employees shall accrue sick leave at the rate of eight (8) hours of leave for each month (accrued on a per pay period basis). Sick leave may be accumulated without limit.
- B. **Use of Sick Leave.** Leave under this policy may be used in connection with the diagnosis, care, or treatment for an existing health condition or preventive care for the employee or the employee's immediate family member (subject to the limits set forth below). "Family member" for purposes of this policy includes spouses, registered domestic partners, children (regardless of age), parents (including step-parents and parents-in-law), grandparents, and siblings. Leave under this policy may also be used for employees who are the victims of domestic violence, sexual assault, or stalking, in order to obtain medical care or seek other assistance. Employees are not guaranteed the ability to use accrued sick leave. For example, if employees are unable to perform the essential functions of their position on a long-term basis, employees are not necessarily entitled to use all accrued sick leave before separation of employment.
- C. **Kin Care.** An employee may use their entire bank of sick leave to care for a family member or on account of the family member's illness or injury.
- D. **Doctor's Note.** If an employee calls in sick for more than three (3) consecutive days, SMCTC may require the employee to present a doctor's note to substantiate an illness or injury and confirm that the employee can return to work.
- E. **Sick Leave Pay Upon Termination and Retirement.** After an employee has been employed by SMCTC for two consecutive years, an employee will receive payment for 1/3 of accrued and unused sick leave upon a non-retirement termination. Otherwise, accrued sick leave is not paid out upon a non-retirement termination. If an employee separates by retirement, with two years of consecutive service, 100% of the employee's accrued and unused sick leave will be converted to CalPERS service credit at the rate of one (1) day for every eight (8) hours of sick leave.

7.6 PAID SICK LEAVE – FOR TEMPORARY AND PART-TIME EMPLOYEES

In accordance with applicable law, SMCTC provides paid sick leave to part-time and other employees who do not qualify for regular sick leave. The purpose of this policy is to comply with the Healthy Workplaces and Healthy Families Act of 2014.

- A. **Eligibility.** All SMCTC employees covered by this policy who have worked thirty (30) or more days in California within a year from the beginning of their employment are eligible to earn paid sick leave in accordance with the terms of this policy. After ninety (90) days of employment, eligible employees may begin using paid sick leave under this policy.
- B. **Leave Entitlement.** At the beginning of each calendar year, eligible employees will receive 24 hours of paid sick leave. If an employee commences work for SMCTC mid-year, the employee will be credited with 24 hours of paid sick leave after working for 30 days (but must be employed for 90 days before being eligible to use any sick leave).
- C. **Reasons for Leave.** Leave under this policy may be used in connection with the diagnosis, care or treatment for an existing health condition or preventive care for the employee or the employee's immediate family member. "Family member" for purposes of this policy includes spouses, registered domestic partners, children (regardless of age), parents (including step-parents and parents-in-law), grandparents, and siblings. Leave under this policy may also be used for employees who are the victims of domestic violence, sexual assault, or stalking, in order to obtain medical care or seek other assistance.
- D. **Unused Leave Time.** At the end of each calendar year, unused sick leave will be removed from the employee's sick leave bank. All eligible employees will be credited with 24 hours of available paid sick leave at the commencement of the next calendar year. Any unused sick leave is not paid out on separation of employment.
- E. **Leave Time Increments.** A minimum of two (2) hours sick leave must be taken on each occasion, and is tracked in increments of one-quarter of an hour.
- F. **Procedure for Requesting and Using Leave Time.** Employees taking sick leave under this policy should advise their immediate supervisor of the need for leave and provide as much advance notice of upcoming leave as possible.
- G. **Tracking Leave Time Available.** SMCTC will track leave and will provide documentation reflecting the current amount of accrued paid sick leave available on the employee's paystubs.

7.7 LEAVE FOR JURY DUTY AND WITNESS LEAVE

An employee shall be granted a leave with pay for actual service time with a jury including jury selection and for appearance before a court as a witness in response to a subpoena in a matter

in which the employee is not a party. An employee shall notify the employee's supervisor of the date for jury duty or witness testimony upon receiving notice.

Any fee, other than for mileage, received by the employee for such duty shall be waived by the employee. Employees summoned to jury duty must sign a form confirming waiver of any fees.

7.8 BEREAVEMENT LEAVE

SMCTC provides three (3) days of paid leave in the event of death of a family member. For purposes of this policy, a family member includes: spouses, registered domestic partners, children, parents (including step-parents and parents-in-law), grandparents, grandchildren, and siblings. Employees who need additional time can use any accrued vacation (but not sick leave).

7.9 EXECUTIVE LEAVE

- A. **General Policy.** On January 1st of each year, exempt management employees will be credited with forty (40) hours of annual executive leave to be taken in addition to vacation leave. If for any reason an employee is unable to take all of the executive leave time by December 31st of the same year, the employee shall be paid for the unused leave time. Any executive leave remaining as of December 31 will be paid out on the second payday in January.
- B. **Terminating Employees.** Management employees leaving SMCTC service for any reason will be paid for any unused hours of their executive leave.
- C. **Newly Hired Employees.** Eligible management employees will be credited with a proration of forty (40) hours for their first partial year, on the basis of the number of full months between date of hire and the end of the calendar year. Such executive leave will be available for immediate use and will be paid out in accordance with the above provisions.

SECTION 8 LEAVES OF ABSENCE

8.1 PREGNANCY RELATED LEAVES AND TRANSFER PRIVILEGES

A. Eligibility for Leave.

- (1) SMCTC provides pregnancy disability leaves of absence without pay to eligible employees who are temporarily unable to work due to a disability related to pregnancy, childbirth, or related medical conditions.
- (2) Employees who are affected by pregnancy or a related medical condition are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable and can be reasonably accommodated. Where transfers are made based on the employee's health needs, the employee will receive the pay that accompanies the alternate position.

B. Procedures for Requesting Leave.

- (1) An employee should make requests for pregnancy disability leave to her supervisor at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events.
- (2) A health care provider's statement must be submitted verifying the need for pregnancy disability leave and stating:
 - (a) The date on which the employee became disabled due to pregnancy, childbirth or related medical condition, or the date on which the need for a transfer became medically advisable;
 - (b) The probable duration of the period or periods of disability or the need for transfer; and
 - (c) A statement that, due to the disability, the employee is unable to perform one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons, or that the transfer is medically advisable.
- (3) Re-certification may be required if the employee requests an extension beyond the original certification.
- (4) Any changes in this information contained in the health care provider's statement should be promptly reported to the HR Manager.

C. Length of Leave.

- (1) Full-time employees are normally granted unpaid leave for the period of the disability, up to a maximum of four months (or 17 1/3 weeks). Part-time employees are granted unpaid leave on a pro-rata basis.
- (2) Pregnancy disability leave does not need to be taken in one continuous period of time, but can be taken on an as-needed basis. In other words, leave may be taken intermittently or on a reduced work schedule when determined medically advisable by the employee's health care provider. The smallest increment of time that can be used for such leave is 0.25 of an hour. SMCTC may transfer the employee to an alternate position or alter the existing job to accommodate intermittent leave or a reduced work schedule. The employee will receive the same pay and benefits in the alternate position.

D. Compensation and Benefits During Leave.

- (1) During pregnancy leave, an employee may be eligible for wage replacement benefits in the form of state disability insurance (SDI). SDI benefits are administered by the California Employment Development Department (EDD) and are funded by way of payroll deduction. More information is available on EDD's website at www.edd.ca.gov.
- (2) During the unpaid portion of leave, an employee taking pregnancy leave must substitute all accrued sick leave before continuing on an unpaid basis. (While an employee receives SDI benefits, she can choose whether to supplement those benefits with accrued sick leave). After exhausting available sick leave, the employee may substitute all accrued paid vacation, compensatory time off, or other forms of paid personal leave, if applicable, before continuing leave on an unpaid basis. Substituted paid leave time will be counted toward the 17 1/3 week entitlement.
- (3) SMCTC integrates all available paid time off with SDI benefits (meaning that an employee can use a portion of available paid time off during any time the employee is receiving SDI benefits). This integration is intended to allow an employee to use available paid time off on a pro rata basis while receiving SDI in order to receive full compensation for a period of time. At no time while an employee is on pregnancy disability leave should an employee receive more than 100% of her normal compensation.
- (4) Employees on unpaid leave will not continue to accrue vacation time and will not be paid for holidays during the leave, unless otherwise required by applicable law. For any time an employee is using a pro rata portion of accrued leave to integrate benefits with SDI, the employee will continue to accrue further paid leave benefits on a pro rata basis.

- (5) SMCTC will allow the employee to continue participating, as required by law, in any group health and welfare benefit plans in which the employee was enrolled before the first day of the leave (for up to a maximum of 17 1/3 work weeks) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of the pregnancy disability leave. The continued participation in health benefits begins on the date leave first begins. For any voluntary employee-funded contributions to savings or retirement plans, those contributions will continue to be made via payroll deduction during any period of paid leave. During any period of unpaid leave, those voluntary contributions will not be made.

E. Return to Work.

- (1) So that an employee's return to work can be properly scheduled, an employee on pregnancy disability leave must provide the HR Manager with at least two weeks' advance notice of the date she intends to return to work.
- (2) When a pregnancy disability leave ends, an employee will be reinstated to her original position or to a comparable position with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if an employee on Pregnancy Leave would have been laid off had she not gone on leave, or if the employee's position has been eliminated during the leave and there is no comparable position available, then the employee would not be entitled to reinstatement. An employee's use of pregnancy disability leave will not result in the loss of any employment benefit that the employee earned or was entitled to before the leave.
- (3) An employee returning from pregnancy disability leave must submit a health care provider's verification of his/her fitness to return to work.
- (4) If an employee fails to report to work promptly at the end of the pregnancy disability leave, SMCTC will assume that the employee has resigned.

8.2 FAMILY AND MEDICAL LEAVE OF ABSENCE

SMCTC provides eligible employees with family medical leave ("Family and Medical Leave") under the California Family Rights Act ("CFRA").

- A. Reasons for Leave.** Family and Medical Leave may be taken for the birth of the employee's child, the placement of a child with the employee for adoption or foster care, to care for the employee's spouse, domestic partner, child, parent, parent-in-law, grandparent, grandchild, or sibling who has a serious health condition, or for a serious health condition that makes the employee unable to perform his/her job. Leave can also be taken for certain military-related reasons as further detailed below. For purposes of

this policy, a “serious health condition” does not include pregnancy or any related medical condition.

- B. **Eligibility.** To be eligible for Family and Medical Leave, an employee must have at least 12 months of service with SMCTC and must have worked at least 1,250 hours during the 12-month period preceding the date the leave is to begin.
- C. **Duration.** Employees may take up to a maximum of twelve (12) workweeks of Family and Medical Leave within a 12-month period. SMCTC uses a “rolling” 12-month period to determine an employee’s eligibility for leave. The 12-month period is measured backward from the date an employee uses any Family and Medical Leave.

Leave may be taken intermittently (in blocks of time or on a reduced-time schedule) if the leave is for the serious health condition of the employee or the employee’s family member and if such intermittent leave is medically necessary as determined by the health care provider of the person with the serious health condition. The smallest increment of time that can be used for such leave is one-quarter of an hour (0.25).

Any leave taken for the birth, adoption, or foster placement of a child must be taken within one year of the birth or placement of the child with the employee. The minimum duration for leave taken in connection with the birth, adoption, or foster care placement of a child is two weeks, except that SMCTC shall grant a request for CFRA leave of less than two weeks on any two occasions during the one year period following the birth or placement of the child with the employee.

- D. **Procedures.** Please contact the HR Manager as soon as you become aware of the need for Family and Medical Leave. If the leave is for the birth, adoption, or foster placement of a child, or for planned medical treatment for a serious health condition of the employee or family member, the employee must provide at least 30 days’ advance notice before the leave is to begin. If 30 days’ notice is not possible, notice must be given as soon as practicable. For any planned medical treatment, employees must consult with their supervisor regarding the need for leave and must make a reasonable effort to schedule any treatment so as to minimize disruption of SMCTC operations. Actual scheduling is, however, subject to the approval of the patient’s health care provider.

If the leave is needed for the employee’s own serious health condition, the employee must provide a certification from the health care provider stating:

- i. the date of commencement of the serious health condition;
- ii. the probable duration of the condition;
- iii. that the employee is unable to work at all or is unable to perform any one or more of the essential functions of his/her position because of the employee’s serious health condition.

SMCTC will require certification by the employee's health care provider that the employee is fit to return to his/her job.

If the leave is needed to care for the serious health condition of a family member, the employee must provide certification from the health care provider stating:

- i. the date of commencement of the serious health condition;
- ii. the probable duration of the condition;
- iii. an estimate of the amount of time that the health care provider believes the employee needs to take in order to care for the child, parent, or spouse; and
- iv. confirmation that the serious health condition warrants the participation of the employee.

Recertification may be required if the employee requests an extension beyond the original certification.

E. Compensation.

- (1) While receiving wage replacement benefits. For any period of time that an employee is eligible for and receiving any type of wage replacement benefits (i.e., disability benefits, SDI, PFL, and/or workers' compensation benefits), the employee is not required to use accrued sick leave or vacation in connection with his or her Family and Medical Leave. The employee may, however, choose to supplement these forms of wage-replacement payments with accrued paid leave on a pro rata basis, so long as the employee's pay does not exceed their normal wage. Should an employee desire to supplement SDI benefits with accrued sick and/or vacation leave, SMCTC will integrate benefits with paid leave.
- (2) While on paid parental leave. If an employee is on Family and Medical Leave to bond with a new baby, the employee may be eligible for paid parental leave pursuant to SMCTC policy. To receive paid parental leave, the eligible employee must take parental leave at the time provided in the parental leave policy. While receiving paid parental leave, the employee is not required to use any other forms of paid leave. An employee is not required to take baby bonding time under CFRA at the time required by the parental policy. If an employee chooses to take baby bonding time after the first four months of birth or placement by adoption, the leave will be unpaid.
- (3) While on otherwise unpaid leave. If an employee is on Family and Medical Leave for his or her own serious health condition and is not receiving any wage replacement benefits from another source, the employee must use any available sick leave and vacation during the leave. (See Pregnancy Disability Leave policy for rule applicable to employees disabled by pregnancy). If an employee is on

Family and Medical Leave to care for a family member or bond with a new baby (and is not receiving paid parental leave), the employee must use all available vacation during the leave and, at the employee's choice, may use available sick leave. Once all sick leave and vacation is exhausted (or if the employee has the choice and elects not to use it), Family and Medical Leave will continue on an unpaid basis for the remainder (if any) of the available 12-weeks. Any family and medical leave, whether paid, unpaid, or a combination thereof, will be counted toward the 12-week leave entitlement. During any period of unpaid leave, employees will not continue to accrue sick leave, vacation, or any other forms of paid time off and will not be paid for holidays that occur during the leave.

- F. **Benefits.** An employee taking Family and Medical Leave will be allowed to continue participating in any health and welfare benefit plans in which he/she was enrolled before the first day of the leave (for up to a maximum of 12 workweeks) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave. SMCTC will continue to make the same premium contribution as if the employee had continued working, and the employee is expected to continue to pay his or her share of the monthly premiums (either by way of payroll deduction during any period of paid leave or by way of separate payment to SMCTC). The continued participation in health benefits begins on the date leave first begins. Employees are eligible for a maximum of 12-weeks benefits continuation during any 12-month period, unless otherwise required by law. If leave lasts longer than 12 weeks and if the law does not otherwise require benefits to be continued, then the employee will be placed on COBRA and can opt for continued coverage at his or her own expense. An employee who does not return from leave may be required, under certain circumstances provided by the law, to reimburse SMCTC for any employee contributions paid by SMCTC while the employee was on unpaid leave.
- G. **Qualified Exigency Leave.** Eligible employees with a spouse, domestic partner, child, or parent on active duty or called to active duty in the armed forces of the United States may take up to the normal 12 weeks of leave because of any "qualifying exigency." For purposes of this policy, "qualifying exigency" includes: (1) short-notice deployment; (2) military events and related activities; (3) childcare and school activities; (4) finance and legal arrangements; (5) counseling; (6) rest and recuperation; (7) post-deployment activities; and (8) additional activities agreed to by the employer and the employee.
- (1) Amount of Leave. For a qualifying exigency, an employee is entitled to a maximum of 12 weeks leave (when combined with leave for any other qualifying reason) in accordance with the rolling 12-month period measured backward.
 - (2) Procedures. Please contact the HR Manager as soon as you become aware of the need for any type of qualified exigency leave. Except in the case of exigency leave for short-notice deployment, SMCTC requires certification of the need for leave.

- H. **Reinstatement.** Upon return from a Family and Medical Leave, an employee will be reinstated to his/her original position or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if an employee on Family and Medical Leave would have been laid off had he/she not gone on leave, or if the employee's position has been eliminated during the leave, then the employee would not be entitled to reinstatement. An employee's use of Family and Medical Leave will not result in the loss of any employment benefit that the employee earned or was entitled to before the leave.

As stated above, when an employee takes leave on account of the employee's own serious health condition, SMCTC requires certification, prior to reinstatement, by the employee's health care provider that the employee is fit to return to his/her job.

If an employee fails to report to work promptly at the end of the Family and Medical Leave and fails to obtain approval for an additional personal leave of absence, SMCTC will treat the failure to return as a voluntary resignation.

8.3 MILITARY LEAVE

Military leave shall be granted in accordance with the provisions of applicable state and federal law. All employees entitled to military leave shall give SMCTC an opportunity within the limits of applicable military regulations to determine when such leave shall be taken, and shall provide SMCTC with a copy of the military orders.

8.4 PAID PARENTAL LEAVE

- A. **Eligibility.** Regular employees with at least one (1) year of continuous service with SMCTC shall be entitled to take paid parental leave ("Parental Leave") upon the birth of the employee's child, the birth of a child to the employee's registered domestic partner, or during the process of an adoption of a minor child. In the case of an adoption, the entitlement shall arise upon both: (1) the placement of the child in the employee's home; and (2) the employee initiating or having completed an adoptive home study for the adoption of the child. The purposes of Parental Leave are to facilitate parental bonding, family adjustment, and child care, and such leave shall be used consistent with these purposes. Eligible employees include full-time employees and part-time employees who are regularly scheduled to work more than 1,000 per year.
- B. **Amount of Leave and Time for Taking It.** The maximum paid Parental Leave for full-time regular employees shall be 160 hours. Parental Leave shall be prorated for eligible part-time employees. Parental Leave shall not extend beyond and must be taken within four (4) months from either (1) the date of birth of the employee's child or the child of the employee's registered domestic partner, or (2) in the case of adoption, the initial date of residence of such child with the employee. The maximum 160 hours shall apply to each birth or adoption, regardless of the number of children born or adopted (twins, triplets,

etc.). Parental Leave can be taken on a full-time basis or, with management approval, can be taken on an intermittent or part-time basis, so long as leave is completed within the four month period identified above. SMCTC management reserves the right to grant or deny requests for leave on anything other than a full-time basis, based on the present needs of SMCTC. Employees are not eligible to receive in cash or as accrued leave any portion of the Parental Leave not taken within the four month period identified above.

- C. **Distinct Entitlement.** Parental Leave is separate and distinct from the use of sick leave for pregnancy, since Parental Leave is not conditioned on or based upon disability. Parental Leave is available to be scheduled at the conclusion of the use of any sick leave for pregnancy and at the conclusion of any period of disability.
- D. **Relationship with CFRA Leave.** For employees who are eligible for both CFRA and Parental Leave and who elect to take Parental Leave, CFRA leave will run concurrently with Parental Leave. While Parental Leave must be taken within the first four months, CFRA baby bonding leave can be taken within 12 months of childbirth or adoption. If employees do not opt to take CFRA baby bonding leave within the first four months, then employees will not receive paid Parental Leave.
- E. **Process for and Timing of Request.** Employees must make a written request to use Parental Leave. The written request shall be made at least thirty (30) calendar days prior to the anticipated start of the Parental Leave, except in cases of an unanticipated early childbirth or adoption, in which case the employee shall make the written request with as much advance notice as possible. The written request shall also provide supporting documentation as may be required by the Executive Director. The usage and timing of Parental Leave shall be approved by the Executive Director. Where granting Parental Leave would unduly interfere with or cause severe hardship on SMCTC operations, SMCTC reserves the right to deny or postpone usage of Parental Leave. Wherever possible, SMCTC shall make reasonable accommodations to permit Parental Leave, either on a full-time or part-time basis.
- F. **Usage of Sick Leave During Parental Leave.** An employee who while on Parental Leave is incapacitated for one (1) or more days due to personal illness or injury may charge such days to sick leave, if the employee has accrued sick leave available. In such event, the employee shall promptly notify the Executive Director, and shall submit substantiation of the need for and use of sick leave in the form of a doctor's note. Even in instances of illness, the Parental Leave must still be concluded within the four month period identified above.
- G. **Continuation of Benefits.** During Parental Leave, employees will continue to receive all benefits of employment and will continue to accrue paid time off, including vacation and sick leave in accordance with SMCTC policies regarding those paid leave benefits. During Parental Leave, employees will be able to continue participation in all group health insurance benefits, provided employees continue to pay their portion (if any) of such benefits.

- H. **Return to Work.** When Parental Leave ends, the employee will be reinstated to the employee's original position or to a comparable position with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if an employee on Parental Leave would have been laid off had he/she not gone on leave, or if the employee's position has been eliminated during the leave and there is no comparable position available, then the employee is not entitled to reinstatement. An employee's use of Parental Leave will not result in the loss of any employment benefit that the employee earned or was entitled to before the leave. If an employee fails to report to work promptly at the end of the Parental Leave, SMCTC will assume that the employee has resigned.

- I. **Usage of Paid Family Leave.** Parental Leave is not to be confused with Paid Family Leave ("PFL"). PFL benefits are provided by the State of California and are administered by the California Employment Development Department. In general, the PFL program provides wage replacement benefits to eligible employees for a six-week period within the first year after childbirth or adoption. PFL benefits are not provided or paid by SMCTC; instead, they are paid by the state and are funded by way of mandatory payroll deduction. While SMCTC provides all legally required leaves of absence and voluntarily provides paid Parental Leave to eligible employees, SMCTC is not required to provide a job-guaranteed leave of absence to employees to enable employees to receive PFL benefits. If an employee wishes to take leave from their position with SMCTC in order to obtain PFL benefits before or after the receipt of Parental Leave, the employee can submit a leave of absence request. Given the relative small size of SMCTC and the anticipated impact on operations, SMCTC may not grant such requests. SMCTC will, however, consider the request in light of all relevant factors, including workload, number of employees, coverage, performance, and length of employment.

8.5 PERSONAL LEAVE

SMCTC complies with all state and federal laws regarding the provision of leaves of absences. Additionally, a personal leave of absence may be granted at the sole discretion of SMCTC, subject to the review and approval of the HR Manager and Executive Director. Each request will be reviewed individually. The duration, terms, and conditions of each authorized leave of absence will be based on the circumstances of the individual request. SMCTC will consider, among other things, the need for the requested leave, the employee's length of service, the level of responsibility and decision-making authority, the ability of SMCTC to fulfill necessary tasks with other personnel, and the business needs of SMCTC. An employee with documented performance problems will not be eligible for a personal leave, except where required by law.

SMCTC will not guarantee reinstatement from a personal leave, except where required by law. If an employee fails to report to work promptly at the end of the personal leave, SMCTC will assume that the employee has resigned.

8.6 WORKERS' COMPENSATION LEAVE

If an employee is injured at work and is temporarily unable to perform his or her usual and customary work, the employee will be allowed to take an unpaid leave of absence while receiving workers' compensation benefits. Certification from a recognized medical professional confirming the necessity of the leave must be provided to SMCTC within 14 days after the leave begins. The duration of the leave will be determined on a case-by-case basis, considering both the injured employee's medical condition and SMCTC's business needs.

The employee may return to work only after a recognized medical professional certifies that the employee is capable of resuming all of the duties of the employee's position. SMCTC may, in its discretion, provide modified or light duty work if the employee's release contains such limitation. If the employee has been released without limitation, the employee will be offered the same position he or she held previously, unless the job no longer exists or has been filled so that SMCTC can operate safely and efficiently or the employment relationship has otherwise been terminated.

Benefits continuation for employees on worker's compensation leave is the same as for other medical leaves of absence (subject to the maximum period of continuation).

8.7 BONE MARROW AND ORGAN TRANSPLANT LEAVE

California employees are entitled to paid time off to donate organs or bone marrow. Employees may take up to thirty (30) days paid leave in any one-year period for organ donation, and up to five (5) days paid leave in any one-year period to donate bone marrow, as long as the employee seeking leave provides written verification that he or she is a donor and there is a medical necessity for the donation. The donation need not be for the employee's family member; it can be for any other person.

SMCTC requests that the employee taking leave provide as much advance notice as reasonably practicable. Employees taking leave for organ donation must use two weeks accrued sick leave or vacation (if available) before receiving the 30 days paid leave. Employees taking leave for bone marrow donation must take five (5) days accrued sick leave or vacation (if available) before receiving the five (5) days paid leave. Employees on bone marrow/organ donation leave will continue to accrue and receive all benefits of employment as if they were actively at work. Leave can be taken intermittently, up to the maximum of 30 days/5 days within a 12 month period immediately preceding the first day of leave. At the conclusion of leave, the employee will be reinstated to the position the employee held when the leave began or to an equivalent position.

SMCTC will only deny reinstatement if circumstances, unrelated to the employee's organ or bone marrow donor leave, make reinstatement impossible. Employees taking donation leave will be allowed to continue participating in any health and welfare benefit plans in which he or she was enrolled before the first day of the leave at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave.

8.8 ADDITIONAL LEAVES

SMCTC complies with all state and federal laws regarding the provision of leaves of absence. When required by applicable law, time off shall be granted for the following reasons:

- to victims of domestic violence to help ensure their health and safety
- to victims of serious crimes to attend court proceedings
- to victims of sexual assault and/or stalking
- to vote in elections and to serve as election officials
- to parents or guardians to appear at a child's school in connection with a suspension
- for certain employees required to perform emergency duties
- to parents and to guardians to participate in school or day care activities
- to volunteer firefighters, reserve peace officers, or emergency rescue personnel to perform emergency duties

8.9 BENEFITS CONTINUATION POLICY

While on a leave of absence, SMCTC's contribution to the cafeteria plan will remain in place and employee's participation in group health plan benefits will continue for the time required by applicable law. Employees who receive cash out from SMCTC's cafeteria plan will not continue to receive such payments during any period of unpaid leave. If the employee's leave continues beyond the time for which benefits must be continued by law, the employee will be provided the opportunity to continue group health plan coverage at the employee's own expense under COBRA.

Vacation, holiday, and sick leave benefits do not accrue during any unpaid leave of absence.

SECTION 9

WORKPLACE STANDARDS

9.1 ANTI-HARASSMENT AND ANTI-DISCRIMINATION POLICY

- A. **Purpose.** All employees, applicants, volunteers, and independent contractors (“workers”) working for SMCTC are to be treated with respect and dignity. SMCTC has adopted this policy (“Policy”) as part of its commitment to providing an atmosphere free of harassment and discrimination based on such factors as race (including traits historically associated with race, such as hair texture and hairstyles like braids, locks, and twists), color, religion, national origin or ancestry, physical or mental disability, medical condition, genetic characteristics, pregnancy, childbirth or related conditions, marital status, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, marital status, or any other characteristic protected by applicable law.

Harassment and discrimination are against the law, and they are demeaning and harmful to both the victim and SMCTC. SMCTC will not tolerate harassment of, or discrimination against, its workers by managers, supervisors, co-workers, or anyone conducting SMCTC business. Similarly, SMCTC will not tolerate harassment of its workers by others with whom SMCTC has a business, service, or professional relationship (including members of the public).

This Policy does not restrict nor inhibit any supervisor from their responsibility or in their ability to direct, critique, and discipline employees in a non-discriminatory manner.

Failure to follow this Policy may result in disciplinary action, up to and including termination of employment.

- B. **Harassment Prohibited.** Harassment includes conduct that has the purpose or effect of unreasonably interfering with an individual’s work performance; creating an intimidating, hostile, threatening or offensive working environment; or adversely affecting the employee’s performance, evaluation, assigned duties or any other condition of employment or career development. This Policy prohibits harassment in any form, including:

- (1) Oral or written harassment such as epithets, jokes, derogatory comments or slurs based on any characteristic protected by law;
- (2) Physical harassment such as assault, touching, impeding or blocking movement, or any physical interference with normal work or movement when directed at an individual; and
- (3) Visual harassment such as derogatory posters, cartoons or drawings, based on one of the categories above.

(4) Sexual harassment includes any unsolicited, offensive or unwelcome sexual advances, requests for sexual favors, and other oral or written, visual, or physical conduct of a sexual nature which occurs under any of the following circumstances:

- Submission to such conduct is made either expressly or by implication a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting the individual; or
- Other examples of sexual harassment include unwelcome sexual flirtations or propositions; verbal abuse of a sexual nature; graphic verbal comments about an individual's body; sexually degrading words used to describe an individual; and the display or use in the work environment of sexually suggestive objects or pictures, posters, jokes, cartoons, or calendar illustrations.
- Sexual harassment also includes gender-based harassment by a person of the same gender.

C. **Retaliation Prohibited.** Retaliation against an employee for reporting violations of this policy or for participating in the investigation of a harassment or discrimination complaint is strictly prohibited.

D. **Procedures regarding all complaints of harassment including retaliation.**

(1) Employee Responsibility. It is important that employees inform SMCTC as soon as possible about any prohibited harassment because nothing can be done to remedy the situation if SMCTC does not know that it exists.

Any individual who feels comfortable doing so should let a fellow employee know when that employee's behavior or comments are offensive or unwelcome, even if the situation does not rise to the level of a violation of this Policy. However, individuals are not required to handle these situations on their own. If an individual is not comfortable handling a situation directly with another employee, the individual should immediately report the conduct to one of the persons listed below.

Any individual who believes that they have been or are being harassed in violation of this Policy shall report this violation to his or her supervisor, the Executive Director, the HR Manager, or any SMCTC supervisor with whom the individual feels comfortable speaking.

Any individual who is aware or suspects that another person has been harassed in violation of this Policy shall report this violation to his or her supervisor, the Executive Director, the HR Manager, or any SMCTC supervisor with whom the individual feels comfortable speaking.

- (2) Supervisor Responsibility. Each supervisor has the responsibility of maintaining a work environment free of harassment. This responsibility includes being available to discuss this Policy with the workers that they supervise and to assure the workers that they are not required to endure any form of prohibited harassment. If someone reports a harassment allegation to a supervisor, it is the responsibility of the supervisor to take immediate action by documenting the incident(s) and reporting the allegation of harassment to the HR Manager or the Executive Director.

Any supervisor who fails to take appropriate action to report or address harassment, discrimination or retaliation issues can and will be disciplined by SMCTC.

E. Investigation.

- (1) Process. SMCTC will investigate all complaints of harassment in a prompt, objective, and thorough manner, including interviews of those with relevant knowledge where appropriate. SMCTC's investigation will be designed to maintain, to the extent possible, the privacy and confidentiality of all parties involved. The Executive Director is responsible for directing an investigation into such allegations and for implementing appropriate remedial action, where warranted.
- (2) Resolution. After investigation, SMCTC will communicate in writing the confidential findings (i.e., "sustained" or "not sustained") to the complainant, the alleged harasser, and members of management with a legitimate need to know.
- (3) Appropriate Action. If there is a finding that harassment in violation of this Policy has occurred, SMCTC will take appropriate and immediate action to end any harassment and prevent its recurrence. This may include imposing discipline. Specific action taken will depend upon the specific circumstances.

F. Further Information. Employees are urged to contact the Executive Director if they have any questions or concerns about this Policy.

In addition to this Policy, the State of California Department of Fair Employment and Housing ("DFEH") provides additional information regarding the legal remedies and complaint process available through the government agencies. If a worker thinks he or she has been harassed, discriminated against, or that he or she has been retaliated

against for complaining, that person may file a complaint or obtain additional information from DFEH at 1-800-884-1684 or <http://www.dfeh.ca.gov>.

9.2 FRAUD PREVENTION AND WHISTLEBLOWER POLICY

SMCTC requires its employees and Board members to observe high standards of business and personal ethics in the conduct of their duties and responsibilities.

- A. **Reporting Inappropriate Conduct and Actions.** This Fraud Prevention / Whistle Blower Policy establishes procedures for Commission employees, its Board members, and the community to report any concerns about inappropriate conduct and action, alleged illegal, fraudulent, or inappropriate conduct and activity conducted by Commission employees or its Board members.
- B. **Prohibited Activities.** Any person should report information related to one of the following prohibited activities, which includes, but is not limited to:
- (1) Violation of any law and regulation;
 - (2) Conflict of Interest;
 - (3) Fraud, waste, or misuse of Commission property and resources;
 - (4) Creation of a specific and substantial danger to public safety by failing to perform duties required by the Commission position held;
 - (5) Theft, misuse of, or misappropriation of Commission property, assets or funds, or an attempt to do any of the same;
 - (6) Intentional falsification of records including but not limited to Commission financial records;
 - (7) Misuse of the Commission credit card (P-card);
 - (8) Intentionally submitting false reimbursements for payment;
 - (9) Improprieties in the handling or reporting of financial transactions for the Commission;
 - (10) Authorizing payment for goods not received or services not performed;
 - (11) Computer-related activity involving unauthorized alteration, destruction of data, forgery, or manipulation of date or mis-appropriation of Commission-owned software.
- C. **Reporting Procedure.** The Commission has an open door policy and suggests that employees share their concerns, questions, complaints with their immediate supervisor

within 45 days of the date of the act or event. If an employee is not comfortable speaking to their supervisor or is not satisfied with the supervisor's response, he/she is encouraged to speak with or write to the Executive Director. Supervisors and Managers are required to report complaints or concerns about suspected ethical and legal violations in writing to the Commission's Compliance Officer (Legal Counsel).

- D. **Compliance Officer.** The Commission's Executive Director is responsible for ensuring that all complaints about unethical or illegal conduct are investigated and resolved. The Commission's Legal Counsel will review and advise the Executive Director on resolution of any complaints on an as-needed basis; the complaints will then be reported to the Chair of the Commission Board if deemed necessary.
- E. **Protection from Retaliation.** Any Commission employee or the community who acts as whistleblower and makes such a good faith report is protected against adverse actions or retaliation.

The person reporting the complaint ("Whistleblower") must exercise sound judgement to avoid baseless allegations. The intentional filing of a false report is itself considered an improper governmental activity which the Commission has the right to action upon.

An employee who retaliates against the Whistleblower who has reported a violation in good faith is subject to discipline up to and including termination of employment.

- F. **Acting in Good Faith.** Anyone filing a written complaint concerning a violation of suspected violated must be acting in good faith and have reasonable grounds for believe the information reported indicates a violation. Any allegations that prove not to be substantiated and prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.
- G. **Confidentiality.** Although every effort will be made to protect the anonymity of the whistleblower, there may be situations where anonymity cannot be guaranteed.

9.3 DRESS AND GROOMING STANDARDS

SMCTC is a professional organization required to work with member agencies, other public agencies, private organizations, members of the public, contractors, and vendors. All SMCTC employees must present a professional appearance in order to promote a positive image. The general public frequently forms its initial impression of professional credibility based solely on employee appearance. This policy applies to all SMCTC employees, regardless of classification.

- A. **General Policy.** All SMCTC staff should be neatly and professionally dressed so as to present a positive and professional image. Regardless of assignment or work site, all SMCTC staff must maintain a professional and clean appearance. Personal hygiene is essential to presenting a professional image in the workplace. It is necessary that all employees maintain a clean, presentable appearance at all times during working hours.

It is the responsibility of all staff to ensure that they are aware of and adhere to acceptable and appropriate dress and grooming standards as specified in this Policy.

This Dress and Grooming Standards Policy is intended to provide employees with guidelines on apparel, grooming, and appearance, though it is not meant to address all situations. There may be slight differences for individual work assignments, depending on the specific work environment, nature of the work performed, involvement with the public, required uniforms, or other circumstances as defined by the Executive Director or designated management personnel.

B. **Fragrances.** Since employees and visitors may have sensitivity or allergic reactions to various fragrant products, SMCTC is a fragrance-free workplace. As a result, employees should not bring natural or artificial scents that could be distracting, disturbing, or annoying to others. Personal fragrant products (fragrances, colognes, lotions, powders and other similar products) that are perceptible to others should not be worn by employees when reporting to work at SMCTC offices or other work locations.

C. **Acceptable Attire.**

- SMCTC may require certain employees, as a condition of their employment, to wear designated uniform shirts (a “SMCTC shirt”). If an employee is provided with a SMCTC shirt and requested to wear it, employees must do so. SMCTC shirts are expected to be clean, pressed, and worn properly with the shirt neatly tucked inside the employee’s pants or skirt. Employees are responsible for cleaning, pressing, and otherwise taking reasonable care of the assigned uniform. New SMCTC shirts will be periodically provided to employees to account for regular wear and tear. If an employee loses or destroys a SMCTC shirt, then the employee may be expected to obtain a replacement at his or her own cost.
- Employees who are not required to wear SMCTC shirts are expected to wear clean, pressed, and properly fitting business clothing appropriate to the position held.
- Acceptable attire for women includes dresses, skirts, suits, or slacks/trousers worn with blouses, sweaters, and/or jackets. Unless otherwise advised, a SMCTC shirt is always acceptable attire (even if the employee is not required to wear a SMCTC shirt as a condition of employment).
- Acceptable attire for men includes suits, slacks/trousers worn with collared shirts, dress shirts, sweaters, and/or jackets. Unless otherwise advised, a SMCTC shirt is always acceptable attire (even if the employee is not required to wear a SMCTC shirt as a condition of employment).

D. **Unacceptable Attire.** Employees may not wear the following:

- Overalls or coveralls.
- Jeans at the job sites are not allowed other than pursuant to the policy section titled “Field Work”, etc.
- Clothing that is visibly worn, torn, ripped, or dirty.
- Shorts of any type, including “skorts” or other clothing that look like shorts.
- T-shirts, jerseys, jackets, or hats with messages, graphics, team sport logos, or offensive writings.
- Clothing with logos or names of contractors, vendors, or consultants that might suggest a SMCTC endorsement of the entity.
- Gym attire, sweats, workout wear, or spandex pants or leggings.
- Camisoles, tank tops, shirts or dresses with spaghetti straps, unless covered by a jacket, blouse, or other outer garment.
- Halter tops, strapless tops, tube-type shirts, or sheer, see-through, or fishnet tops.
- Low-front or low-back attire or other revealing or provocative items.
- Excessively tight fitting or revealing clothing and/or oversized (baggy) garments.
- Pajama pants or tops

E. Footwear and Accessories.

- Footwear shall be worn at all times.
- All footwear is expected to be appropriate to the employee’s position and duties. Shoes are to be neat, clean, and in good repair. Sandals of any material which are commonly referred to as “flip-flops” or “thongs” are prohibited for all employees.
- No bandanas, caps, or hats are allowed in the workplace except as provided for in the Section titled Field Work.

This list of acceptable and unacceptable attire is intended to be explanatory and may not include all items deemed inappropriate. In addition, exceptions may be granted at the discretion of the Executive Director based on the specific job functions, necessary accommodations, or other unique circumstances. If an employee’s religious beliefs or

medical conditions require deviation from the standards set forth above, the employee should submit the request to the Executive Director. Those requests will be considered on an individual basis and granted where required by applicable law. If you have questions about whether particular clothing is acceptable, please seek clarification from the Executive Director before wearing the garment in the workplace.

- F. **Location Work.** If an employee is working on location, the employee must follow the requirements set forth in this policy. Jeans are not allowed when an employee is working in the council chambers or control rooms of a member agency or contracted agency. In that situation, the employee must remember that he or she is acting on behalf of SMCTC and must portray a positive image.
- G. **Field Work.** If an employee is either working outdoors in the field and/or assembling PEG projects or engaging in other physically active work, that type of work assignment may call for usage of clothing or other items that would not be appropriate in an office setting. Attire for field work may include, but is not limited to, the following:
- Jeans or other denim clothing
 - Headwear such as caps, sun visors, sweatbands or beanies for workplace activities outside as protection from the elements. Such headwear shall not display inappropriate logos or logos of contractors, vendors, or consultants that might suggest a SMCTC endorsement of the entity.
 - Work on a construction site may require long pants, proper footwear, safety vests, and/or hardhats.
- H. **Responsibilities and Procedures.** Supervisors are responsible for explaining and enforcing this Dress and Grooming Standards Policy. If an employee is not in compliance with this Policy, their supervisor will address the issue, and the employee will be expected to bring himself/herself into compliance. Employees who report to duty and are non-compliant with this Policy may be sent home to change without compensation. Failure to comply with this Policy or repeated violations of it will subject the employee to disciplinary action, up to and including termination.

Exceptions to the dress code provisions of this Policy (regarding appropriate clothing only) can be made on an individual basis by the Executive Director or his/her designee to accommodate special circumstances such as special events or projects (and, as mentioned above, where necessary as an accommodation for religious beliefs or medical conditions).

Issues or disagreements arising out of the enforcement of this Policy shall be reviewed by the Executive Director. If you have questions about how this Policy applies to you, please consult with the Executive Director.

9.4 OPEN DOOR POLICY

SMCTC adheres to an open door policy and encourages all employees to share opinions, ideas, and thoughts about general operations, especially relating to improving efficiency, increasing productivity, devising innovative solutions, and achieving desired results. The open door policy is intended to encourage personnel at all levels of SMCTC to express their opinions and ideas about any general item. The open door policy allows management to understand details about SMCTC's operations and creative suggestions for improvement.

SECTION 10

WORKPLACE CONDUCT, DISCIPLINE AND APPEALS

10.1 ATTENDANCE AND PUNCTUALITY

Employee dependability and regular attendance during assigned working hours are essential functions of each employee's job and are critical to the smooth operation of SMCTC. Each employee must be prompt in attendance on assigned work days. If you find that you must be out or late, due to illness or other compelling personal matter, you must notify your immediate supervisor prior to your scheduled start time. Failure to adhere to this policy may lead to disciplinary action up to and including termination.

If you fail to report for work or make proper notification of your absence, you will be subject to discipline, up to and including termination of employment.

10.2 JOB ABANDONMENT

Voluntary absence from work without permission is grounds for termination. An employee's voluntary absence from work without contacting the supervisor and without permission for three (3) consecutive working days shall be considered an automatic resignation, and SMCTC will separate the employee from service.

10.3 OUTSIDE EMPLOYMENT (MOONLIGHTING)

By accepting employment with SMCTC, every employee commits to provide his or her best efforts and working time to SMCTC. No employee shall be permitted to accept employment in addition to or outside of SMCTC service if any of the following circumstances exist:

- The employee works in the additional or outside employment while on a leave of absence from SMCTC, and the nature of the work is inconsistent with the employee's medical restrictions.
- The additional or outside employment leads to a conflict of interest, or potential conflict of interest, for the employee;
- The nature of the additional or outside employment is such that it will reflect unfavorably on SMCTC or on the employee's status as a SMCTC employee;
- The duties to be performed by the employee in the additional or outside employment are in conflict with the duties involved in SMCTC service; and
- The timing of the outside employment conflicts with the employee's regularly scheduled hours, and it has been determined that schedule adjustments are not possible.

Any employee who has or seeks to obtain outside employment shall disclose the outside position to the employee's supervisor and/or the Executive Director, so the SMCTC can determine whether the outside employment is compatible with the employee's position with SMCTC and to determine if any conflict exists. If the timing of outside employment conflicts with an employee's regularly scheduled working hours, SMCTC can (but is not obligated to) consider whether schedule adjustments can reasonably be made without adversely impacting SMCTC business or other employees. An employee who does have outside employment shall not be permitted to use SMCTC records, materials, equipment, facilities, or other SMCTC resources in connection with outside employment. An employee shall not devote any of his or her working time with SMCTC to any outside employment.

10.4 CAUSES FOR DISCIPLINARY ACTION

The following causes, among others, shall be deemed to be sufficient for disciplinary action:

- A. Fraud in securing employment.
- B. Negligence in the performance of duties
- C. Inefficiency in performance of work which results in performance lower than that which is typically expected of a similar employee in a similar position.
- D. Neglect of duty.
- E. Insubordination including any disobedience of a lawful rule or direction.
- F. Dishonesty.
- G. Partaking of alcoholic beverages, illegal drugs, or being under the influence thereof while on duty.
- H. Unless legally authorized to do so, taking, possessing, being under the influence of, or offering for sale any controlled substance while on duty. The term "controlled substance" shall have the meaning that the term has in California Health and Safety Code, Division 10 and under applicable federal law.
- I. Dress that is unsafe or unsuitable for effective job performance.
- J. Misuse of sick leave.
- K. Unexcused absences.
- L. Discourteous or offensive conduct or language toward the public or toward fellow employees or officials.
- M. Using SMCTC employment for outside personal gain.

- N. Using the prestige of a SMCTC position on behalf of any political candidate or any political party.
- O. Acceptance by an employee of a reward, gift, gratuity, or other form of remuneration from any source, in addition to the regular compensation, for the performance of SMCTC duties.
- P. Supplementary (outside) employment not specifically authorized in writing by SMCTC or in violation of the outside employment policy.
- Q. Negligence or intentional misconduct which causes damage to SMCTC or other public property.
- R. Misuse, misappropriation or unauthorized possession of SMCTC property, vehicles, equipment, or supplies.
- S. Conviction of a criminal offense involving moral turpitude.
- T. Falsifying time card.
- U. Any conduct related to employment which impairs, disrupts, or causes discredit to SMCTC or SMCTC service.
- V. Incompetence
- W. Inexcusable neglect of duty
- X. Neglect of duties
- Y. Excessive tardiness
- Z. Falsification of SMCTC records
- AA. Fighting or other abusive conduct toward employees or to the public during working hours
- BB. Harassment in violation of Commission policy
- CC. Violation of SMCTC rules, regulations, standard operating procedures, or policies

10.5 LEVEL OF DISCIPLINE

SMCTC has the discretion to determine the appropriate level of discipline in the circumstances involved. SMCTC is not obligated to follow any particular level or order of discipline. The severity of any action taken should be proportionate to and commensurate with the cause and should also take into account prior disciplinary history, if any. In appropriate circumstances, SMCTC may suspend or terminate an employee without first providing lower levels of discipline.

A. **Types of Discipline – Minor:** No right to appeal is available to challenge minor discipline. No right of appeal is provided for at-will or probationary employees.

- (1) Corrective Counseling. Corrective counseling is a verbal warning usually accompanied by written documentation. Corrective counseling may be provided to an employee whose conduct or performance must be improved. The supervisor shall document the verbal warning (corrective counseling) and place a dated copy in the employee's personnel file with a copy to the employee. The employee is asked to acknowledge receipt of the counseling by signing the documentation at the time of presentation; this signature signifies only receipt of the document, not necessarily agreement with the contents. The employee may, within five (5) calendar days, respond in writing, which shall be included in his/her file.
- (2) Written Reprimand. A written reprimand is a formal written notice to an employee which summarizes previous related disciplinary action, if any, which details conduct subject to discipline, and which advises that continued conduct at such levels may result in more serious discipline, including suspension, pay reduction, demotion, or dismissal. The employee is asked to acknowledge receipt of the reprimand by signing the letter at the time of presentation; this signature signifies only receipt of the document, not necessarily agreement to the contents. The employee may, within five (5) calendar days, respond in writing to the contents of the letter of reprimand to be included in his/her file.

B. **Types of Discipline – Major:**

- (1) Suspension. The temporary removal of an employee from the service of SMCTC without pay. A suspension of this type does not include suspension pending an investigation into alleged misconduct.
- (2) Pay Reduction. The reduction in pay of one or more pay steps where performance falls short of normal established standards or where performance is clearly inadequate in one or more of the critical job duties for the position.
- (3) Demotion. The removal of an employee from a position to one of lower grade.
- (4) Dismissal. The removal of an employee from the service of SMCTC.

10.6 DISCIPLINARY PROCEDURES FOR MAJOR DISCIPLINE

The following procedures apply when major discipline is imposed. These procedures do not apply when minor discipline is imposed. These procedures do not apply to at-will or probationary employees.

A. **Notice of Intent-to-Discipline for Suspension, Pay Reduction, Demotion or Dismissal.** Where the proposed discipline is major, as defined, a Notice of Intent-to-Discipline, signed by a Supervisor and reviewed and approved by the Executive Director, shall be served on the employee. Service of the Notice of Intent-to-Discipline shall be made at least five (5) days before a hearing pursuant to Section 10.6.F.3. is held regarding the charges. The Notice shall include:

- (1) The proposed discipline.
- (2) The effective date of the discipline.
- (3) The reasons for the discipline.
- (4) All documents which support the discipline. Copies of the documents upon which the discipline is based shall be attached to the Notice of Intent.

An employee may, where circumstances warrant, be placed on administrative leave pending the hearing held pursuant to Section 10.6.C.

B. **Service.** Notice of Intent-to-Discipline shall be served on the affected employee by:

- (1) Personal service; or
- (2) If personal service is not feasible, by first class certified mail, return receipt requested, to the last known mailing address of the employee.

Service is deemed complete when any one of the preceding steps is taken.

C. **Informal Hearing Procedure (Skelly hearing).** The employee shall be given an opportunity at an informal hearing to show why the proposed major discipline should not be imposed prior to its imposition.

- (1) The hearing will be conducted by a Skelly Officer who shall be a responsible person designated by the Executive Director (either another SMCTC managerial employee or an individual from a related or outside organization). The Skelly Officer can be the managerial employee who issued the Notice of Intent or an alternate individual designated by the Executive Director, as long as the individual is not involved in the underlying circumstances giving rise to the proposed discipline. The employee, at his or her choice, can bring a representative to the hearing. The employee has the ability to choose his or her representative, as long

as the chosen individual is not involved in the underlying incident(s) leading to the imposition of potential discipline.

- (2) At the hearing, the employee shall be given an opportunity, either orally, in writing, or both, to explain why the proposed discipline should be revised or cancelled. The hearing is not an evidentiary hearing. It will be recorded.
- (3) If an alternate Skelly Officer (i.e., someone other than the managerial employee who issued the Notice of Intent) conducts the Skelly hearing, then that individual, within five (5) days of the hearing, shall provide a recommendation to the individual who issued the Notice of Intent as to whether to uphold, lessen, or withdraw the proposed action.
- (4) Within five (5) days after the hearing or receiving a recommendation from an alternate Skelly Officer, the managerial employee who issued the Notice of Intent shall issue an order upholding, lessening, or withdrawing the proposed discipline. The final notice will contain a final statement of charges, explain the basis for the decision, and indicate whether the employee has a right of appeal. The five-day period may be extended by the Executive Director, who shall notify the employee.
- (5) The decision will be served on the employee as provided in Section 10.6.B. The decision shall also inform the employee of his/her right of appeal as provided in Section 10.8, below.

10.7 APPEAL FROM MINOR DISCIPLINE

Corrective counseling and written reprimands are not subject to appeal. These forms of minor discipline are considered final when provided to the employee. The employee's only form of challenge to these types of discipline is to submit a written response, as provided above.

10.8 APPEAL FROM MAJOR DISCIPLINE

If an employee desires to appeal the decision issued pursuant to Section 10.6, above, then the following procedures shall apply.

- A. **Appeal Right.** An employee who has received a major form of discipline (dismissal, suspension, pay reduction, or demotion) may appeal to a Hearing Officer. The appeal must be in writing and filed with the Executive Director within ten (10) working days after service on the employee of the final notice of discipline.
- B. **Selection of a Hearing Officer.** The Hearing Officer shall be an attorney with experience in employment law. The parties may mutually and informally agree upon their desired Hearing Officer. If informal selection is not possible, then the Hearing Officer shall be selected as follows: SMCTC shall obtain a list of five (5) potential hearing officers from the State Mediation and Conciliation Service. Each party may strike all names on the list

it deems unacceptable. If only one name remains on the list, that individual shall be designated as the Hearing Officer. If more than one common name remains on the list, the parties shall strike names alternately until only one remains (with SMCTC striking a name first). If no name remains on the list, the conciliation service shall furnish an additional list or lists until a Hearing Officer is selected.

- C. **Hearing.** An evidentiary hearing shall be held on the appeal. The hearing shall be conducted within sixty (60) days of the selection of the hearing officer, unless the Executive Director, the Hearing Officer, and the appellant agree in writing that the date of the hearing be extended for a specified time. The Executive Director or designee shall provide as much advance notice as practicable, but at least fourteen (14) days written notice, of the date, time, and place of hearing to the appellant.
- D. **Conduct of the Hearing.** The hearing shall be conducted in the manner most conducive to determination of the truth, and the Hearing Officer shall not be bound by technical rules of evidence. The following procedures shall be follows:
- (1) The proceedings shall be tape recorded or stenographically reported. The decisions of the Hearing Officer shall not be invalidated by any informality in the proceedings.
 - (2) The hearing officer shall determine the relevancy, weight, and credibility of testimony and evidence. The hearing officer shall base his/her findings on the preponderance of the evidence.
 - (3) Each side shall be permitted an opening statement and closing argument. SMCTC shall first present witnesses and evidence to sustain the discipline and the appellant will then present his/her witnesses and evidence in defense.
 - (4) Each side will be allowed to examine and cross-examine witnesses.
 - (5) The hearing officer, upon a request by either party, may subpoena witnesses and/or require production of other records or material evidence.
 - (6) The hearing officer may, prior to or during a hearing, grant a continuance for any reason he/she believes may be important to reaching a fair and proper decision.
- E. **Cost.** SMCTC shall bear the cost of the hearing officer and the court reporter or stenographic recording; each side shall bear its own cost of representation.
- F. **Attendance at the Hearing.** The appellant shall personally attend the hearing, unless physically unable to do so and excused in advance by the Hearing Officer. Unexcused failure of an appellant to appear at a hearing shall be deemed a withdrawal of the appeal.
- G. **Resolution by the Hearing Officer.** Within thirty (30) days after completion of a hearing, unless waived by the parties, the hearing officer shall prepare a written decision and

serve it on the appellant pursuant to Section 10.6.B, above, and forward it to the Executive Director. The written decision shall set forth the hearing officer's findings of fact and shall state reasons why the discipline is recommended to be sustained, reduced, or cancelled. If the hearing officer recommends that the discipline be reduced or cancelled, the hearing officer shall make recommendations concerning payment of back pay, if applicable, during pendency of the appeal.

- H. **Advisory to the Executive Director.** The decision of the Hearing Officer shall be forwarded to and is considered advisory by SMCTC's Executive Director. The Executive Director shall review the recommendation of the Hearing Officer and may then accept, reject, or modify the proposed decision (which includes the authority to impose a lesser or different form of discipline). The Executive Director's decision shall be in writing and shall be issued within thirty (30) days of receiving the Hearing Officer's decision. The Executive Director's decision shall be final.
- I. **Appeal from the Executive Director's final decision.** If the appellant is dissatisfied with the Hearing Officer's decision and wishes to seek judicial review, the limitations period provided in Code of Civil Procedure Section 1094.6, shall apply. The Executive Director's written decision shall include notice to the appellant that the time within which judicial review must be initiated is governed by Code of Civil Procedure § 1094.6. A copy of the Executive Director's decision shall be forwarded to the Hearing Officer, the manager who issued the discipline, and the appellant. The decision shall be included in the appellant's personnel file.
- J. **Administrative Leave.** Whenever the Executive Director determines that it is in the best interest of SMCTC not to have an employee at the workplace – either prior to or during the disciplinary process – an employee may be placed on administrative leave, with pay, subject to such reasonable conditions as may be determined by the Executive Director given the circumstances of the situation.

SECTION 11 RESIGNATION AND LAYOFF

11.1 RESIGNATION

Any employee may resign from SMCTC service at any time. Resignations can be submitted either in writing or orally. To allow for proper transition of duties, SMCTC requests – but does not require – that employees provide SMCTC with at least two (2) weeks advance notice of resignation. On or before the effective date of the employee’s resignation, employee shall immediately relinquish to his or her supervisor all SMCTC property, including but not limited to identification badges, keycards, parking permits, keys, phone, computer, credit cards, and any other SMCTC property in the employee’s possession. At the Executive Director’s discretion, the resigning employee may be placed on paid administrative leave for the duration of his or her employment through the resignation date.

11.2 LAYOFF

Whenever, in the judgment of SMCTC, it becomes necessary, due to the lack of work, absence of need for a position, material change in duties, curtailment of public services, lack of funds, or other economic considerations, the Executive Director may lay off an employee.

- A. **Selection.** The Executive Director shall prepare a layoff list, giving consideration to all applicable factors, including business necessity, job performance, competence and skill-set of individual employees, and longevity of service with SMCTC (where practical). Longevity will not dictate layoff choice where other relevant factors apply.
- B. **Notice.** Employees to be laid off shall be notified as soon as practicable and given at least fourteen (14) calendar days prior notice. A layoff is not subject to appeal or any other challenge.

EMPLOYEE ACKNOWLEDGMENT
of Receipt of Personnel Policies and Procedures Manual

I have received my copy of SMCTC’s Personnel Policies and Procedures Manual (“the Manual”) which was adopted by SMCTC’s Board of Directors on June 3, 2021.

I have read the Manual, understand it, and agree to abide by the provisions therein.

I expressly acknowledge receipt of the Anti-Harassment and Anti-Discrimination Policy contained in the Manual and agree to abide by the provisions of that policy.

My signature below certifies that I agree to be bound by the terms and conditions of employment stated in this Manual.

Employee Name (Printed)

Title

Employee Signature

Date

EXHIBIT A
CURRENT SALARY SCHEDULE AVAILABLE FROM
THE HR MANAGER

the literature, the authors have identified a number of key areas for further research:

1. The impact of the Internet on the role of the library.
2. The impact of the Internet on the role of the librarian.
3. The impact of the Internet on the role of the library user.
4. The impact of the Internet on the role of the library collection.
5. The impact of the Internet on the role of the library service.

The authors conclude that the Internet has a significant impact on the role of the library, the librarian, the library user, the library collection and the library service.

The authors also conclude that the Internet has a significant impact on the role of the library, the librarian, the library user, the library collection and the library service.

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The authors also conclude that the Internet has a significant impact on the role of the library, the librarian, the library user, the library collection and the library service.

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

RESOLUTION NO. 2021-012

A RESOLUTION ADOPTING AMENDMENT NO. 1 TO THE SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION AMENDED AND RESTATED CAFETERIA PLAN

WHEREAS, the SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION (“Commission”) established the SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION AMENDED AND RESTATED CAFETERIA PLAN (“Plan”) for the benefit of the Commission’s employees and their dependents effective January 1, 2022; and

WHEREAS, during a routine review of the Plan after its adoption it was discovered that the Plan includes a provision that is not consistent with Commission policy; and

WHEREAS, it is necessary to amend the Plan to ensure that it conforms to Commission policy; and

WHEREAS, Best Best & Krieger LLP has presented a draft amendment to the Plan which reflects the proposed change to conform to current Commission policy;

WHEREAS, the Board of Directors desires to authorize the Executive Director, or his designee, to execute the proposed amendment to the Plan on behalf of the Commission, along with any future amendments that contain only non-substantive and/or administrative changes to the Plan.

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

SECTION 1. The Board of Directors hereby adopts Amendment No. 1 to the Sacramento Metropolitan Cable Television Commission Amended and Restated Cafeteria Plan (“Amendment”), a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference, effective as of January 1, 2022.

SECTION 2. The Board of Directors hereby authorizes the Executive Director, or his designee, to duly execute the Amendment on behalf of the Commission, along with any future amendments that contain only non-substantive and/or administrative changes to the Plan.

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 3rd day of June 2021, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

APPROVED:

Chair of the Board

ATTEST:

Clerk of the Board

**SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION
AMENDED AND RESTATED CAFETERIA PLAN**

AMENDMENT NO. 1

RECITALS

1. The SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION (“Commission”) adopted the SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION AMENDED AND RESTATED CAFETERIA PLAN (the “Plan”) for the benefit of its employees and their dependents effective January 1, 2022.
2. It is necessary to amend the Plan to ensure that it conforms to Commission policy.
3. Article XII, Section 12.2 of the Plan provides that the Commission reserves the right to amend the Plan in writing at any time.

AMENDMENT

NOW, THEREFORE, effective January 1, 2022, the Commission hereby amends the SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION AMENDED AND RESTATED CAFETERIA PLAN as follows:

- A. Article III, Section 3.9 is hereby amended in its entirety to read as follows:

“3.9 Employee. “Employee” means all regular full-time employees of the Employer and, to the extent necessary, former employees who are entitled to receive benefit payments under this Plan. “Employee” shall also mean any individual who is treated as employed by a single employer under Sections 414(b), (c) and (m) of the Code. “Employee” shall not include any part-time employee or any self-employed individual described in Section 401(c) of the Code”

IN WITNESS WHEREOF, the Commission has caused this Amendment to be executed on June _____, 2021.

EMPLOYER:

SACRAMENTO METROPOLITAN CABLE
TELEVISION COMMISSION

By: _____
ROBERT A. DAVISON, Executive Director

APPROVED AS TO FORM AND CONTENT:
BEST BEST & KRIEGER LLP

By: _____
Attorneys for Commission



SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

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

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

AGENDA ITEM NO. 4

DATE: June 3, 2021
TO: Chair and Board of Directors
FROM: Robert A. Davison, Executive Director
SUBJECT: CHAIR AND VICE-CHAIR ELECTION FOR FISCAL YEAR 2021-22

RECOMMENDATION:

It is recommended the Board elect a Chair and a Vice-Chair for Fiscal Year 2021-22.

BACKGROUND/DISCUSSION:

The Commission's By-Laws state the Board of Directors shall annually elect its Chairperson (at its annual June Budget Hearing/meeting). Traditionally, assumption of duties and responsibilities of the new Chair occurs with the new fiscal year. In the absence of the Chair, the Vice-Chair shall preside at said meetings and shall perform all the duties of the Chair.

DISCUSSION:

With the retirement of Chair Steven Detrick from the City of Elk Grove's City Council in December 2020, the Cable Commission did not have a Chair for the remainder of Fiscal Year 2020-21. As a result, at the Board's March 4, 2021 Quarterly Board meeting, Vice Chair Matt Hedges was elected to serve as Chair for the remainder of FY 2020-21.

RECOMMENDATION:

At this time, it is recommended the Board elect a Chair for the Commission Board for the Fiscal Year 2021-22. The Board can re-elect Matt Hedges to remain as Chair for the new fiscal year or elect a new Chair. In addition, it is recommended the Board elect a new Vice-Chair for the new fiscal year.

The attached chart of Chairs and Vice-Chairs (April 1982 through June 2021) is provided to assist in the deliberations for the election to fill those two seats for Fiscal Year 2021-22.

Respectfully submitted,

Robert Davison

Digitally signed by Robert Davison
DN: cn=Robert Davison, o=SMCTC, ou=Exec
Director, email=davisonb@saccounty.net, c=US
Date: 2021.05.28 19:04:36 -0700

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

Attachment:
Chair/Vice-Chair History (April 1982 - June 2021)

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION
CHAIR / VICE-CHAIR HISTORY
(1982 - JUNE 2021)

Date Nominated	CHAIR		VICE CHAIR	
	Jurisdiction	Name	Jurisdiction	Name
March 2021	Sac County	Matthew Hedges	N/A	N/A
June 2020	Elk Grove	Steve Detrick	Sac County	Matthew Hedges
June 2019	Elk Grove	Steve Detrick	Sac County	Matthew Hedges
June 2018	Elk Grove	Steve Detrick	Sac County	Matthew Hedges
July 2017	Elk Grove	Steve Detrick	Sac County	Matthew Hedges
July 2016	Sac County	Ted Wolter	Sacramento	Isaac Gonzalez
July 2015	Sac County	Ted Wolter	Sacramento	Isaac Gonzalez
March 2015	Sac County	Ted Wolter	Sacramento	Isaac Gonzalez
June 2014	Sac County	Ted Wolter	Sacramento	Allen Warren
June 2013	Elk Grove	Steve Detrick	Sac County	Ted Wolter
June 2012	Citrus Heights	Mel Turner	Elk Grove	Steve Detrick
June 2011	Folsom*	Andy Morin	Citrus Heights	Mel Turner
March 2011	Folsom*	Andy Morin	Citrus Heights	Mel Turner
June 2010	Folsom*	Andy Morin	Citrus Heights	Steve Miller
June 2009	Sacramento	Robbie Waters	Folsom*	Andy Morin
February 2009	Sac County	Don Nottoli	Sacramento	Robbie Waters
June 2008	Elk Grove	Michael Leary	Citrus Heights	Steve Miller
June 2007	Elk Grove	Michael Leary	Sac County	Roberta MacGlashan
April 2006	Sacramento	Sandy Sheedy	Elk Grove	Michael Leary
April 2005	Sac County	Don Nottoli	Sacramento	Sandy Sheedy
April 2004	Sacramento	Robbie Waters	Sac County	Don Nottoli
March 2003	Sacramento	Robbie Waters	Sac County	Don Nottoli
February 2002	Sacramento	Robbie Waters	Sac County	Don Nottoli
March 2001	Sacramento	Robbie Waters	Sac County	Don Nottoli
March 2000	Citrus Heights	James Shelby	Sacramento	Robbie Waters
March 1999	Sac County	Illa Collin	Citrus Heights	James Shelby
March 1998	Sac County	Illa Collin	Sacramento	Robbie Waters
March 1997	Sacramento	Bonnie Pannell	Sac County	Illa Collin
March 1996	Galt**	Richard Pratt	Sacramento	Bonnie Pannell
January 1995	Sac County	Roger Dickinson	Galt**	Richard Pratt
April 1994	Sacramento	Josh Pane	Sac County	Roger Dickinson
April 1993	Sac County	Toby Johnson	Sacramento	Jimmie Yee
April 1992	Galt**	Orvell Fletcher	Sac County	Illa Collin
April 1991	Galt**	Orvell Fletcher	Sacramento	Terry Kastanis
May 1990	Sacramento	Lyla Ferris	Sac County	Grantland Johnson
Dec. 1989	Sac County	Jim Streng	Sacramento	Lyla Ferris
April 1989	Sacramento	Doug Pope	Sac County	Jim Streng
April 1988	Sac County	Toby Johnson	Galt**	Orvell Fletcher
April 1987	Sacramento	Terry Kastanis	Sac County	Toby Johnson
April 1986	Sac County	Illa Collin	Sacramento	Terry Kastanis
April 1985	Galt**	Orvell Fletcher	Sacramento	Lynn Robie
April 1984	Sacramento	Terry Kastanis	Sac County	Illa Collin
April 1982	Sac County	Bill Bryan	Sacramento	Terry Kastanis

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

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



SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

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

AGENDA ITEM NO. 5

DATE: June 3, 2021
TO: Chair and Board of Directors
FROM: Robert A. Davison, Executive Director
SUBJECT: GENERAL ADMINISTRATION REPORT

RECOMMENDATION:

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

1. FCC In-kind Proceeding
2. Introduction of new Senior Office Assistant
3. Metro Cable Operations (during the Pandemic)
4. Accounting Services Agreement
5. Atrium 916 Agreement

Respectfully submitted,

Robert Davison

Digitally signed by Robert Davison
DN: cn=Robert Davison, o=SMCTC, ou=Exec
Director, email=davisonb@saccounty.net, c=US
Date: 2021.05.28 14:42:21 -07'00'

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. 6

DATE: June 3, 2021
TO: Chair and Board of Directors
FROM: Robert A. Davison, Executive Director
SUBJECT: CHANNEL LICENSEE REPORTS

RECOMMENDATION:

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

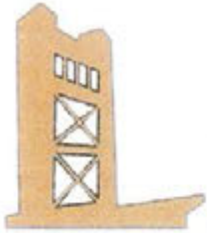
- A) Access Sacramento
- B) Capital Public Radio
- C) KVIE, Inc.
- D) SacFaith TV
- E) Sacramento Educational Cable Consortium

Respectfully submitted,

Robert Davison

Digitally signed by Robert Davison
DN: cn=Robert Davison, o=SMCTC, ou=Exec
Director, email=davisonb@saccounty.net, c=US
Date: 2021.05.28 14:35:57 -0700

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



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

AGENDA ITEM NO. 7

DATE: June 3, 2021
TO: Chair and Board of Directors
FROM: Robert A. Davison, Executive Director
SUBJECT: STATE FRANCHISEE REPORTS

RECOMMENDATION:

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

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

Respectfully submitted,

Robert Davison

Digitally signed by Robert Davison
DN: cn=Robert Davison, o=SMCTC, ou=Exec
Director, email=davisonb@saccounty.net, c=US
Date: 2021.05.28 14:34:15 -0700

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



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AGENDA ITEM NO. 8

DATE: June 3, 2021
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 Davison

Digitally signed by Robert Davison
DN: cn=Robert Davison, o=SMCTC,
ou=Exec Director,
email=davisonb@saccounty.net, c=US
Date: 2021.05.28 14:32:17 -07'00'

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