



# SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

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

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

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

### FISCAL YEAR 2025-26

THIS AGREEMENT is entered into this 24<sup>th</sup> day of June, 2025, by and between the **Sacramento Metropolitan Cable Television Commission** ("Cable Commission") and the **City of Folsom**, a political subdivision of the State of California ("Member Agency").

**WHEREAS**, the Cable Commission 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, the Cable Commission began collecting a 1% Public, Educational, and Governmental ("PEG") access channel fees ("PEG Fee funding") from cable television operators to support PEG facilities;

**WHEREAS**, the Cable Commission 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**, the Cable Commission 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**, the Cable Commission and Member Agency desire to enter into this Agreement to memorialize the terms under which the Cable Commission 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**, the Cable Commission and Member Agency agree as follows:

**Fiscal Year 2025-26 PEG Fee Funding Agreement for the City of Folsom**  
**Page 2**

1. Funding to Member Agency. The Cable Commission hereby agrees to provide to Member Agency the total not to exceed sum of **ONE HUNDRED EIGHTY-SEVEN THOUSAND, NINE HUNDRED FIFTY-SEVEN DOLLARS** (\$187,957), 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.

<b>FISCAL YEAR 2025-26 PEG FEE FUNDING TOTAL (See Exhibit A)</b>	
<b>PEG Equipment / Facilities</b>	<b>\$187,957</b>
The PEG Fee funding will be available during the Fiscal Year 2025-26 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 the Cable Commission from cable television operators. Such PEG fees are received in quarterly payments and the Cable Commission shall be under no obligation to pay to Member Agency the amount stated in Section 1, or any other amount, unless the Cable Commission receives sufficient PEG fees to make such payment. If actual revenue received through PEG Fees is less than anticipated, the Cable Commission is not obligated to pay Member Agency. Payments to member agency will occur during the fiscal year and will be prioritized by the Cable Commission based upon facility needs and available revenue; Member Agency will be reimbursed based on actual expenditures.

Member Agency further understands that the Cable Commission 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 Cable Commission PEG channels. In the event the Cable Commission 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

**Fiscal Year 2025-26 PEG Fee Funding Agreement for the City of Folsom**  
**Page 3**

facilities related to the provision of cablecasting on the PEG channels and for no other purpose. The Cable Commission 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 the Cable Commission.

Since applicable law does not specifically define those expenses that qualify as capital costs, the Cable Commission has developed a working definition of the types of expenses that it believes qualify for the use of PEG Fee funding. The Cable Commission reserves the right to modify its working definition as the law on this topic develops. In accordance with the Cable Commission'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 the Cable Commission 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 the Cable Commission. **If Member Agency determines that it will not proceed with the expenditures as set forth in the request approved by the Cable Commission during the current fiscal year, then Member Agency may (1) notify the Cable Commission that the Member Agency will re-submit the PEG Fee funding in the next fiscal year or (2) request an extension for use of the funds within sixty days of the expiration of the current fiscal year. The Executive Director may approve or condition such request in their discretion. 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

**Fiscal Year 2025-26 PEG Fee Funding Agreement for the City of Folsom**  
**Page 4**

such requests.

4. Indemnification. Member Agency shall, at its sole expense, fully indemnify, defend and hold harmless the Cable Commission 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, the Cable Commission 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 1<sup>st</sup> for each fiscal year, Member Agency shall submit to the Cable Commission 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 the Cable Commission 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. The Cable Commission 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.

**Fiscal Year 2025-26 PEG Fee Funding Agreement for the City of Folsom**  
**Page 5**

7. Unauthorized Use of PEG Fee funding. If the Cable Commission 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 the Cable Commission the total sum of those unauthorized expenditures within sixty (60) days of receipt of written notice from the Cable Commission.

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. The Cable Commission 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 the Cable Commission for the failure of the Cable Commission 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 Cable Commission, as authorized by the Cable Commission Board on the 13<sup>th</sup> of June 2025.

12. Terms. The term of the PEG Fee funding Agreement ends June 30, 2026.

**Fiscal Year 2025-26 PEG Fee Funding Agreement for the City of Folsom**  
**Page 6**

**MEMBER AGENCY**

By:   
Title: IT MANAGER  
Date: 6/24/25

**SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION**

By: Signed by:   
B41AEAA409B549E...  
Title: Executive Director  
Date: 6/24/2025



**Efrem Richardson**  
Information Systems Manager



May 29, 2025

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

RE: Peg Funding Request 2025-26

To Whom It May Concern,

Please consider this letter from the City of Folsom requesting PEG Funding for the 2025-26 funding year. This request will go towards replacing the ageing equipment which produces our Council webcast and meeting agendas for public consumption. We have request from our Communications Department for Presentation equipment to help facilitate PSA's. We would like to replace a non-functioning wall mounted monitor in the Council Chambers Lobby for overflow viewing as well as other needed equipment. The breakdown is as follows: PEG funds re-request from Fiscal year 24-25 is 106,525.28 and new funds request for Fiscal year 25-26 is \$81,432.20. The total requested funds are \$187,957.48. I have attached quotes from Proud Audio-Visual as well as other vendors with the requested equipment listed.

We are requesting \$187,957.48 for the PEG Funding FY2025-2026.

Thank you for your consideration of this request.

Sincerely,

A handwritten signature in black ink that reads "Efrem Richardson". The signature is written in a cursive, flowing style.

Efrem Richardson  
Information Systems Manager  
City of Folsom

**FISCAL YEAR 2025-26 PEG FEE FUNDING REQUEST  
(PEG Equipment/Facilities)**

**Items Not Completed in FY 2024-25 & Re-Requested FY 2025-26**

Item	Description	Quantity	Unit Price	Sub Total	Sales Tax	10% Contingency	TOTAL	Installation	Warranty	Shipping	GRAND TOTAL
<b>City of Folsom</b>											
<b>Control Room</b>											
P 3	JBL - C2PS - Main Control Room Speakers	1	\$ 312.00	\$ 312.00	\$ 24.18	\$ 33.62	\$ 369.80	\$ -	\$ -	\$ -	\$ 369.80
P 4	Desktop Pre-Mix Speakers w/Volume and Power	1	\$ 75.00	\$ 75.00	\$ 5.81	\$ 8.08	\$ 88.89	\$ -	\$ -	\$ -	\$ 88.89
P 5	Denon - DN-500BDMKII - Media Player	1	\$ 505.41	\$ 505.41	\$ 39.17	\$ 54.46	\$ 599.04	\$ -	\$ -	\$ -	\$ 599.04
P 6	Mackie - 402VLZ4 - 4-Channel Mixer	1	\$ 150.33	\$ 150.33	\$ 11.65	\$ 16.20	\$ 178.18	\$ -	\$ -	\$ -	\$ 178.18
P 7	NewBlue - Fusion 3 SDI	1	\$ 10,914.80	\$ 10,914.80	\$ 845.90	\$ 1,176.07	\$ 12,936.77	\$ -	\$ 3,998.00	\$ -	\$ 16,934.77
P 8	Annual Perpetual Maintenance - Captivate Broadcast	3	\$ 999.02	\$ 2,997.06	\$ 232.27	\$ 322.93	\$ 3,552.27	\$ -	\$ -	\$ -	\$ 3,552.27
P 9	Wall/Clamp Spotlights LED	2	\$ 36.98	\$ 73.96	\$ 5.73	\$ 7.97	\$ 87.66	\$ -	\$ -	\$ -	\$ 87.66
P 10	Open Gear Power Supply	1	\$ 970.00	\$ 970.00	\$ 75.18	\$ 104.52	\$ 1,149.69	\$ -	\$ -	\$ -	\$ 1,149.69
P 11	APC Replacement Battery	1	\$ 333.70	\$ 333.70	\$ 25.86	\$ 35.96	\$ 395.52	\$ -	\$ -	\$ -	\$ 395.52
P 13	Shure 4 cutout block connector	1	\$ 686.00	\$ 686.00	\$ 53.17	\$ 73.92	\$ 813.08	\$ -	\$ -	\$ -	\$ 813.08
		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,285.00	\$ 1,285.00
P 19	Panasonic - AW-HE145KPJ - PTZ Camera	5	\$ 11,138.63	\$ 55,693.17	\$ 4,316.22	\$ 6,000.94	\$ 66,010.33	\$ -	\$ -	\$ -	\$ 66,010.33
P 20	Panasonic - AW-RP60 - PTZ Camera Controller	1	\$ 2,862.93	\$ 2,862.93	\$ 221.88	\$ 308.48	\$ 3,393.29	\$ -	\$ -	\$ -	\$ 3,393.29
P 21	Ubiquiti - USW-PRO-24-POE - 24 Port PoE++ Network Switch	1	\$ 968.50	\$ 968.50	\$ 75.06	\$ 104.36	\$ 1,147.91	\$ -	\$ -	\$ -	\$ 1,147.91
<b>Other Projects</b>											
P 48	4K/UHD HDMI to HDBaseT Distribution Amplifier	1	\$ 900.00	\$ 900.00	\$ 69.75	\$ 96.98	\$ 1,066.73	\$ -	\$ -	\$ -	\$ 1,066.73
P 49	4K/UHD HDMI HDBaseT Receiver / Control and PoE	1	\$ 369.00	\$ 369.00	\$ 28.60	\$ 39.76	\$ 437.36	\$ -	\$ -	\$ -	\$ 437.36
P 50	Ensemble Designs 72 BrightEye Converter	1	\$ 1,330.00	\$ 1,330.00	\$ 103.08	\$ 143.31	\$ 1,576.38	\$ -	\$ -	\$ -	\$ 1,576.38
P 51	POE Network Switcher	1	\$ 239.00	\$ 239.00	\$ 18.52	\$ 25.75	\$ 283.27	\$ -	\$ -	\$ -	\$ 283.27
P 52	2 RU Premium Online UPS Backup Power, 2200VA	1	\$ 3,861.00	\$ 3,861.00	\$ 299.23	\$ 416.02	\$ 4,576.25	\$ -	\$ -	\$ -	\$ 4,576.25
P 53	MAP PD-DC-300-12-24V 300W Maximum Power DC	1	\$ 1,930.50	\$ 1,930.50	\$ 149.61	\$ 208.01	\$ 2,288.13	\$ -	\$ -	\$ -	\$ 2,288.13
P 54	9 Outlet, Single 15 AMP Circuit, Surge/Spike Protected	1	\$ 217.80	\$ 217.80	\$ 16.88	\$ 23.47	\$ 258.15	\$ -	\$ -	\$ -	\$ 258.15
P 56	JBL MTC-2P Wall Mounting Kit For Control 2P	1	\$ 28.34	\$ 28.34	\$ 2.20	\$ 3.05	\$ 33.59	\$ -	\$ -	\$ -	\$ 33.59

**FISCAL YEAR 2025-26 PEG FEE FUNDING REQUEST  
(PEG Equipment/Facilities)**

PEG EQUIPMENT FUNDING (FY 2024-25 RE-REQUEST):											\$ 1,011,242.28	\$ -	\$ 3,998.00	\$ 1,285.00	\$ 1,06,525.28
New Projects Requested FY 2025-26															
City of Folsom															
Item	Description	Quantity	Unit Price	Sub Total	Sales Tax	10% Contingency	TOTAL	Installation	Warranty	Shipping	GRAND TOTAL				
N 1	Cablecast - CBL-VIOLITE-800 - Encoder	1	\$ 11,658.40	\$ 11,658.40	\$ 903.53	\$ 1,256.19	\$ 13,818.12	\$ -	\$ -	\$ -	\$ 13,818.12				
N 2	Cablecast - CBL-VIOLITE-HA - Hardware Assurance for VIO Lite 2 Years	2	\$ 1,235.00	\$ 2,470.00	\$ 191.43	\$ 266.14	\$ 2,927.57	\$ -	\$ -	\$ -	\$ 2,927.57				
N 3	Cablecast - CBL-SAS-CH-1YR - Software Assurance for VIO Lite 2 Years	8	\$ 468.00	\$ 3,744.00	\$ 290.16	\$ 403.42	\$ 4,437.58	\$ -	\$ -	\$ -	\$ 4,437.58				
N 4	Cobalt - 9910DA-AV - Video DA Card	3	\$ 515.27	\$ 1,545.81	\$ 119.80	\$ 166.56	\$ 1,832.17	\$ -	\$ -	\$ -	\$ 1,832.17				
N 5	Cobalt - RM20-9910AV-B - Video DA Backplane	3	\$ 162.40	\$ 487.20	\$ 37.76	\$ 52.50	\$ 577.45	\$ -	\$ -	\$ -	\$ 577.45				
N 6	Cobalt - 9960-TG2-REF1 - Dual Test Signal Generator Card	1	\$ 4,709.60	\$ 4,709.60	\$ 364.99	\$ 507.46	\$ 5,582.05	\$ -	\$ -	\$ -	\$ 5,582.05				
N 7	Cobalt - RM20-9960-A - Dual Test Signal Generator Backplane	1	\$ 182.00	\$ 182.00	\$ 14.11	\$ 19.61	\$ 215.72	\$ -	\$ -	\$ -	\$ 215.72				
N 8	Cobalt - 9243 - Audio DA Card	2	\$ 761.25	\$ 1,522.50	\$ 117.99	\$ 164.05	\$ 1,804.54	\$ -	\$ -	\$ -	\$ 1,804.54				
N 9	Cobalt - RM20-9243-B - Audio DA Backplane	2	\$ 285.65	\$ 571.30	\$ 44.28	\$ 61.56	\$ 677.13	\$ -	\$ -	\$ -	\$ 677.13				
N 10	ViewSonic - VA2456-MHD - 24 Inch Monitor w/VGA and HDMI	1	\$ 165.30	\$ 165.30	\$ 12.81	\$ 17.81	\$ 195.92	\$ -	\$ -	\$ -	\$ 195.92				
N 11	Industrial Automation Enclosures - RLCD-FRAME2BK12K1 - VESA Rack Mount Adapter	1	\$ 210.25	\$ 210.25	\$ 16.29	\$ 22.65	\$ 249.20	\$ -	\$ -	\$ -	\$ 249.20				
N 12	Cable Connectors & Misc Hardware	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 675.00	\$ -	\$ -	\$ 675.00				
N 13	Shipping	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,250.00	\$ -	\$ 1,250.00	\$ 2,500.00				
N 14	Project Management	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350.00	\$ -	\$ -	\$ 350.00				
N 15	Computer Aided Drafting/System Documentation	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ -	\$ 800.00				
N 16	Technical Services-Onsite Installation, Setup & Configuration	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,000.00	\$ -	\$ -	\$ 22,000.00				
N 17	Apple 32" Pro Display XDR 16:9 Retina 6K	1	\$ 3,899.00	\$ 3,899.00	\$ 302.17	\$ 420.12	\$ 4,621.29	\$ -	\$ -	\$ -	\$ 4,621.29				
N 18	Apple 32" Pro Display XDR 16:9 Retina 6K	1	\$ 4,999.00	\$ 4,999.00	\$ 387.42	\$ 538.64	\$ 5,925.06	\$ -	\$ -	\$ -	\$ 5,925.06				
N 19	Apple Pro Stand	1	\$ 999.00	\$ 999.00	\$ 77.42	\$ 107.64	\$ 1,184.06	\$ -	\$ -	\$ -	\$ 1,184.06				
N 20	Impact 3x C Stand with Turtle Base	1	\$ 699.85	\$ 699.85	\$ 54.24	\$ 75.41	\$ 829.50	\$ -	\$ -	\$ -	\$ 829.50				
N 21	DJI Mic 2	1	\$ 349.00	\$ 349.00	\$ 27.05	\$ 37.60	\$ 413.65	\$ -	\$ -	\$ -	\$ 413.65				

