PUBLIC CABLE TELEVISION AUTHORITY

A Joint Powers Agency of the Cities of Fountain Valley, Stanton, and Westminster

10350 Fern Avenue, Stanton, CA 90680

MEETING AGENDA

FEBRUARY 21, 2024
9:00 A.M.

MEETING LOCATION: Stanton City Hall, City Council Chambers
7800 Katella Avenue Stanton, CA 90680

IN ACCORDANCE WITH THE REQUIREMENTS OF CALIFORNIA GOVERNMENT CODE SECTION 54954.2, THIS AGENDA IS POSTED NOT LESS THAN 72 HOURS PRIOR TO THE MEETING DATE AND TIME ABOVE. ALL WRITTEN MATERIALS RELATING TO EACH AGENDA ITEM ARE AVAILABLE FOR PUBLIC INSPECTION IN THE OFFICE OF THE CITY CLERK OF EACH MEMBER CITY OF PCTA:

Fountain Valley City Hall, 10200 Slater Avenue, Fountain Valley, CA 92708
Stanton City Hall, 7800 Katella Avenue, Stanton, CA 90680
Westminster City Hall, 8200 Westminster Boulevard, Westminster, CA 92683

ALL AGENDAS, NOTICES, AND RELATED DOCUMENTS CAN BE ACCESSED ONLINE AT https://www.fountainvalley.gov/599/Public-Cable-Television-Authority.

IN THE EVENT ANY MATTER NOT LISTED ON THIS AGENDA IS PROPOSED TO BE SUBMITTED TO THE BOARD FOR DISCUSSION AND/OR ACTION, IT WILL BE DONE IN COMPLIANCE WITH BROWN ACT REQUIREMENTS.

ORDER OF BUSINESS:

1. Call to Order

2. Pledge of Allegiance & Roll Call

3. Public Comments: Persons wishing to address the Board on PCTA matters may as determined by the Chair; comments are limited to three minutes or deferred until the specific agenda item.

4. Consent Calendar: All matters listed under the Consent Calendar are considered to be routine and will be enacted on simultaneously with one motion without discussion, unless separate action and/or discussion is requested by a board member, staff, or a member of the public.
    A. Minute Approval of January 17, 2024, Regular Meeting: See backup to Item 4A.

5. Reports:
    A. Report of Board
    B. Report of Treasurer
    C. Report of Attorney
    D. Report of Administration

6. New Business
    A. Recognition of Former Board Member – Ms. Kim Constantine
        i. Summary: The Board will recognize former Board Member Kim Constantine for her dedicated service to the PCTA.
        ii. Recommended Action: Receive and file.

    B. Interim PCTA Administrative Staff Support – January 2024 Invoices
        i. Summary: The PCTA is currently in a transitional period as the Board determines the appropriate level of administrative staff support. During this interim period, the Board has chosen to utilize the staff of the Cities of Fountain Valley, Stanton, and Westminster to provide interim PCTA administrative staff support.
        ii. Recommended action: Approve payment for the January 2024 invoices submitted from the Cities of Fountain Valley, Stanton, and Westminster for a total not-to-exceed amount of $3,830.17.

    C. Authorize Audit for Fiscal Year Ending June 30, 2021
        i. Summary: The PCTA is required to conduct an annual audit of all governmental activities. The last audit on file is for the fiscal year ending June 30, 2020. The objective of an audit is to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report. The City has been working with DavisFarr since 2022 to complete the audit for the fiscal year ending June 30, 2021. The fixed fee for the proposed audit services is $17,600.
        ii. Recommended action: Authorize the Treasurer to sign the engagement letter dated January 23, 2024 from DavisFarr to conduct an audit for PCTA's governmental activities, and each major fund, as of June 30, 2021. The fixed fee for the proposed audit services is $17,600.

7. ADJOURNMENT TO March 20, 2024, at Stanton City Council Chambers, 7800 Katella Avenue, Stanton, CA 90680.

PCTA CHANNEL 3

MINUTES

Regular Meeting of January 17, 2024

7800 Katella Avenue, Stanton, CA 92680

1. **Call to Order:** Chair David J. Shawver called the meeting to order at 9:00 A.M.

2. **Roll Call:**

Present:	Director Ted Bui, City of Fountain Valley, Director Glenn Grandis, City of Fountain Valley, Director NamQuan Nguyen, City of Westminster, Director Carol Warren, City of Stanton, and Chair David J. Shawver, City of Stanton.
Absent:	Vice Chair Kimberly Ho, City of Westminster.
Excused:	None.

3. **Public Comments:**
Ms. Kim Constantine, Fountain Valley Council Member, spoke and requested a copy of all invoices pertaining to podcast equipment provided to the City of Fountain Valley by the PCTA.

4. **Consent Calendar:**
Director Carol Warren motioned to approve the Consent Calendar Seconded by Director Glenn Grandis

Motion carried by the following vote:

AYES:	5 (Bui, Grandis, Nguyen, Shawver, Warren)
NOES:	None
ABSTAIN:	None
ABSENT:	1 (Ho)

Motion unanimously carried 5-0

A. Minutes Approved: Regular Meeting of December 20, 2023.
B. Received/Filed Register.
C. Received/Filed Treasurer's/Administrative Expenditure Reports.

5. **Reports:**
A. Report of Board
   i. Chair Shawver reported that he would be working on the following items: demand of funds owed for cleaning services reimbursement from former PCTA employee; LAIF account transition; Citizens Bank account transition; and procurement of audit services.

B. Report of Treasurer
   i. Financial reports will be reported on one month in arrears.

C. Report of Attorney – None

D. Report of Administration

i. Interim staff reported that they met with the City of Seal Beach and the City of Seal Beach is interested in learning more about the possibility of joining the PCTA. Interim staff will schedule a meeting with the Attorney, Board Directors Bui and Nguyen, Chair Shawver (or alternate Board Director Warren), and representatives from the Cities of Seal Beach, Fountain Valley, Stanton, and Westminster.

6. New Business

A. Interim PCTA Administrative Staff Support - December 2023 Invoices

i. Summary: The PCTA is currently in a transitional period as the Board determines the appropriate level of administrative staff support. During this interim period, the Board may choose to utilize the staff of the Cities of Fountain Valley, Stanton, and Westminster to provide interim PCTA administrative staff support.

ii. Recommended Action: Approve payment for the December 2023 invoices submitted from the Cities of Fountain Valley, Stanton, and Westminster for a total not-to-exceed amount of $3,195.61.

Motion/Second: Grandis/Warren
Motion carried by the following vote:

AYES:	5 (Bui, Grandis, Nguyen, Shawver, Warren)
NOES:	None
ABSTAIN:	None
ABSENT:	1 (Ho)

Motion unanimously carried 5-0

The Board approved payment for the December 2023 invoices submitted from the Cities of Fountain Valley, Stanton, and Westminster for a total not-to-exceed amount of $3,195.61.

B. PCTA Lease of Dotson Park Facility

i. Summary: The PCTA has leased the Dotson Park Facility in the City of Stanton for $1,200 per month from January 1, 2023 – December 31, 2023.
   - The Dotson Park facility is located at 10350 Fern Avenue in the City of Stanton.
   - The facility is approximately 1,080 square feet.
   - The lease amount includes electricity and water costs.
   - The lease amount increases by CPI each January 1. The CPI for the Orange County area was 2.8% as of November 2023 (the last index available). The 2024 monthly lease payments will be $1,233.60.

ii. Recommended action: Direct staff to either identify a new location for storage of PCTA equipment or extend the lease for another year or on a month-to-month basis.

Director Grandis motioned to extend the Dotson Park Facility lease on a month-to-month basis at a rate of $1,233.60, assess equipment needs, and return with storage options for the Board’s consideration.

Motion/Second: Grandis/Warren
Motion carried by the following vote:

AYES:	5 (Bui, Grandis, Nguyen, Shawver, Warren)
NOES:	None
ABSTAIN:	None
ABSENT:	1 (Ho)

Motion unanimously carried 5-0

The Board approved the extension of the Dotson Park Facility lease on a month-to-month basis at a rate of $1,233.60 and directed staff to assess equipment needs and return with storage options for the Board's consideration.

C. Efforts to Determine Viewership Numbers and Demographics

i. Summary: The Board asked interim staff to make a recommendation to determine viewership numbers and demographics. Staff is proposing to run an opportunity drawing with three grocery gift card prizes valued at $50 each.
   - Viewers can only get information on the drawing by watching PCTA, as the info page will only be shown on the broadcast channel. Information should not be shared via social media, newsletter, website, or any other non-broadcast format.
   - Viewers will have the option to enter the drawing via QR code, sending in an email, or calling a phone number.
   - Viewers will be asked a few simple questions, including their city of residence, number of years they have lived in the city, their age, their gender, what they watch most on Channel 3, and what types of topics they would be interested in seeing more of.
   - The drawing period will be open for a period of 4 weeks.

ii. Recommended action: Provide direction to staff on the proposed opportunity drawing.

Director Grandis motioned to implement a proposed opportunity drawing, allowing each city to customize how they would advertise the opportunity drawing, and to increase the number of prizes to ten $50 gift cards.

Motion/Second: Grandis/Nguyen
Motion carried by the following vote:

AYES:	5 (Bui, Grandis, Nguyen, Shawver, Warren)
NOES:	None
ABSTAIN:	None
ABSENT:	1 (Ho)

Motion unanimously carried 5-0

The Board approved implementation of an opportunity drawing, allowing each city to customize how they would advertise the opportunity drawing, and increased the number of prizes to ten $50 gift cards.

D. PCTA Assignment of Projects

i. Summary: At its last meeting, the Board authorized staff to assign projects independently by City based on desired scope of work, past experience, and availability. City staff has developed the following process to advance this direction.
   - Issue an RFQ for desired services.
   - Based on responses, create an updated list of on-call contractors.
   - Each city will utilize the list of on-call contractors on an as-needed basis.

ii. Recommended action:
   1. Authorize staff to proceed with preparing and issuing an RFQ.
   2. Direct staff to return with the results of the RFQ at a future meeting.

Motion/Second: Shawver/Warren
Motion carried by the following vote:

AYES:	5 (Bui, Grandis, Nguyen, Shawver, Warren)
NOES:	None
ABSTAIN:	None
ABSENT:	1 (Ho)

Motion unanimously carried 5-0

The Board authorized staff to proceed with preparing and issuing an RFQ and directed staff to return to the Board with the results of the RFQ at a future meeting.

E. Part-Time Employee Job Description

i. Summary: The Board asked interim staff to make a recommendation as to job duties and responsibilities for a part-time employee. Based solely on interim staff's efforts to provide the basics to keep operations running, the following duties and responsibilities have been identified:
   - Accounting (approximately 2-4 hours per month)
   - Receive invoices from contractors and receive confirmation from City clients that invoices are approved to be paid.
   - Code invoices appropriately and submit to bookkeeper for processing.
   - Receive financial reports from bookkeeper and review for any anomalies.
   - Present financial reports to the Board.
   - Quarterly management of PEG funds/franchise fees and disbursement.
   - Oversee annual audit activities.
   - Agenda (approximately 2-4 hours per month)
   - Prepare meeting agenda and associated staff reports.
   - Prepare minutes from meetings.
   - Post/notice agenda as required.
   - Broadcasting (approximately 4-8 hours per month)
   - Inventory and maintain broadcasting equipment, coordinate check out of equipment to contractors as requested.
   - Maintain broadcasting server and other associated appliances.
   - Serve as a backup to the Master Control Operator.
   - Communications (level of efforts will depend on Board's direction, approximately 2 – 4 hours per month).
   - Maintain PCTA website and social media sites.

- Membership and IT Renewals (annual renewals are a once a year effort that should take approximately 1-2 hours per year once organized).
- Manage all annual membership renewals.
- Manage all IT renewals related to software, hardware, and services.

ii. Recommended action: Provide direction to staff on the proposed options for providing these services:

- **Option 1:** Develop a job description with a market-appropriate hourly rate range and return to the Board for approval for posting.
- **Option 2:** Include the requested services as part of the RFQ issuance discussed in Item d.

Director Grandis motioned to move forward with creating a job description to recruit a part-time/full-time City employee.

Motion/Second: Grandis/Nguyen
Motion carried by the following vote:

AYES:	5 (Bui, Grandis, Nguyen, Shawver, Warren)
NOES:	None
ABSTAIN:	None
ABSENT:	1 (Ho)

Motion unanimously carried 5-0

The Board directed staff to move forward with the creation of a job description to recruit for a part-time/full-time City employee.

7. Adjournment: 10:56 A.M.
To the next regularly scheduled meeting, February 21, 2024, at 9:00 A.M. at Stanton City Hall, Council Chambers, 7800 Katella Avenue, Stanton, CA 90680.

City of Fountain Valley
10200 Slater Avenue
Fountain Valley, California 92708-4736

Item: 6B

City of Fountain Valley Invoice

CUSTOMER	INVOICE DATE	INVOICE NUMBER	AMOUNT PAID	DUE DATE	INVOICE TOTAL DUE
PUBLIC CABLE TELEVISION AUTHORITY	02/08/2024	16357	$0.00	**03/09/2024**	**$512.87**

DESCRIPTION	QUANTITY	PRICE	UOM	ORIGINAL BILL	ADJUSTED	PAID	AMOUNT DUE
RECOVERY OF EXPENSE JANUARY 2024 - WISHNER CITY OF FOUNTAIN VALLEY ADMINISTRATION SEE ATTACHED	1.00	$119.320000	EACH	$119.32	$0.00	$0.00	$119.32
RECOVERY OF EXPENSE JANUARY 2024 - LE CITY OF FOUNTAIN VALLEY ADMINISTRATION CHARGES SEE ATTACHED	1.00	$393.550000	EACH	$393.55	$0.00	$0.00	$393.55
					Invoice Total:		**$512.87**

ACCOUNT	AMOUNT
JANUARY 2024 CITY OF FOUNTAIN VALLEY ADMINISTRATION CHARGES SEE ATTACHED	

DETACH AND RETURN THE PORTION BELOW WITH YOUR PAYMENT

City of Fountain Valley
10200 Slater Avenue
Fountain Valley, California 92708-4736

City of Fountain Valley Invoice

Remit Portion

Invoice Date	**02/08/2024**
Invoice Number	**16357**
Customer Number	**103751**
Amount Paid	
Due Date	**03/09/2024**
Invoice Total Due	**$512.87**

Please write your Invoice Number on your check and enclose this portion of the bill with your payment.
Make checks payable to: City of Fountain Valley

PUBLIC CABLE TELEVISION
AUTHORITY
10200 SLATER AVENUE
FOUNTAIN VALLEY, CA 92708

DATE	INVOICE NO
1/31/2024	0000409

BILL TO
Public Cable Television Authority 10350 Fern Avenue Stanton, CA 90680

DUE DATE
Due Upon Receipt

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
PREVIOUS OUTSTANDING BALANCE						897.08
Monthly Meeting Agenda Copies - January 2024:						
156 Pages @ $0.10 per page	1.00	15.60	15.60	0.00	0.00	15.60
Staff Time - Patricia A. Vazquez, City Clerk	1.00	460.05	460.05	0.00	0.00	460.05
Staff Time - Hannah Shin-Heydorn, City Manager	1.00	615.21	615.21	0.00	0.00	615.21
Misc. Costs	1.00	38.64	38.64	0.00	0.00	38.64
		INVOICE TOTAL:	**1,129.50**	**0.00**	**0.00**	**1,129.50**

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (714) 379-9222

DUE DATE	INVOICE NO
Due Upon Receipt	0000409

Customer Name: Public Cable Television Authority
Customer No: 008308
Account No: 0000140 - Copies

Please remit payment by the due date to:

City of Stanton
7800 Katella Avenue
Stanton, CA 90680-3162

Invoice Total:	1,129.50
Discounts:	0.00
Credit Applied:	0.00
Ending Balance:	2,026.58
INVOICE BALANCE:	**$1,129.50**
AMOUNT PAID:	

CITY OF WESTMINSTER
FINANCE DEPARTMENT
8200 WESTMINSTER BLVD
WESTMINSTER CA 92683
714.898.3311

PAYMENT MUST BE RECEIVED ON OR BEFORE THE DUE DATE TO AVOID A $10 LATE CHARGE

General Invoice

Customer Copy

For questions please call 714.548.3192

CUSTOMER	INVOICE DATE	INVOICE NUMBER	AMOUNT PAID	DUE DATE	INVOICE TOTAL DUE
PUBLIC CABLE TELEVISION	02/13/2024	95	$0.00	**03/14/2024**	**$2,187.80**

PAST DUE AMOUNT	ACCOUNT BALANCE
$2,121.28	$4,309.08

DESCRIPTION	QUANTITY	PRICE	UOM	ORIGINAL BILL	ADJUSTED	PAID	AMOUNT DUE
MISCELLANEOUS JANUARY PCTA HOURS CITY MANAGER 4.0 HOURS $613.08	1.00	$613.080000	EACH	$613.08	$0.00	$0.00	$613.08
MISCELLANEOUS JANUARY PCTA HOURS FINANCE DIRECTOR 9.0 HOURS $1,197.45	1.00	$1197.450000	EACH	$1,197.45	$0.00	$0.00	$1,197.45
MISCELLANEOUS JANUARY PCTA HOURS COMMUNITY SERVICES DIRECTOR 3.5 HOURS $377.27	1.00	$377.270000	EACH	$377.27	$0.00	$0.00	$377.27

Invoice Total: **$2,187.80**

DETACH AND RETURN THE PORTION BELOW WITH YOUR PAYMENT

CITY OF WESTMINSTER
FINANCE DEPARTMENT
8200 WESTMINSTER BLVD
WESTMINSTER CA 92683
714.898.3311

PAYMENT MUST BE RECEIVED ON OR BEFORE THE DUE DATE TO AVOID A $10 LATE CHARGE

General Invoice

Remit Portion

Invoice Date	**02/13/2024**
Invoice Number	**95**
Customer Number	**1102**
Amount Paid	
Due Date	**03/14/2024**
Invoice Total Due	**$2,187.80**

PUBLIC CABLE TELEVISION
10200 SLATER AVE
FOUNTAIN VALLEY, CA 92708

MAKE CHECKS PAYABLE TO THE CITY OF WESTMINSTER

DavisFarr
CERTIFIED PUBLIC ACCOUNTANTS

Davis Farr LLP
18201 Von Karman Avenue | Suite 1100 | Irvine, CA 92612
Main: 949.474.2020 | Fax: 949.263.5520

January 23, 2024

Public Cable Television Authority
10200 Slater Ave
Fountain Valley, CA

We are pleased to confirm the arrangements of our engagement and the nature of the services we will provide **Public Cable Television Authority** (the "Entity").

You have requested that we audit the governmental activities, and each major fund, as of June 30, 2021 for the year then ended and the related notes, which collectively comprise the Entity's basic financial statements as listed in the table of contents.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and, if applicable, in accordance with Government Auditing Standards, and/or any state or regulatory audit requirements will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP,) as promulgated by the Governmental Accounting Standards Board (GASB) require that certain required supplementary information ("RSI") such as management's discussion and analysis be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedule for Expenditures – Governmental Fund

Auditor Responsibilities

We will conduct our audit in accordance with GAAS and in accordance with Government Auditing Standards. As part of an audit in accordance with GAAS and in accordance with Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control.[2] However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Entity's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and in accordance with Government Auditing Standards.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the Entity's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

a. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
c. To provide us with:
    i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
    ii. Additional information that we may request from management for the purpose of the audit;
    iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
    iv. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
    v. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
d. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
f. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
g. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
h. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
i. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
j. For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management, written confirmation concerning representations made to us in connection with the audit.

Nonattest Services

With respect to any nonattest services we perform,

At the end of the year, we agree to perform the following:

- *Propose adjusting or correcting journal entries detected during the audit, if applicable, to be reviewed and approved by the Entity's management.*
- *Word process the financial statements using information provided by management.*

We will not assume management responsibilities on behalf of the Entity. However, we will provide advice and recommendations to assist management of the Entity in performing its responsibilities.

The Entity's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards

- The nonattest services are limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm will advise the Entity with regard to tax positions taken in the preparation of the tax return, but the Entity must make all decisions with regard to those matters.

Reporting

We will issue a written report upon completion of our audit of the Entity's basic financial statements. Our report will be addressed to [*the Board of Directors*] of the Entity. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of Government Auditing Standards, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

Engagement Fees

Our fixed fees for the services previously outlined will be as follows:

Fiscal year June 30, 2021 audit $17,600

Additionally, our fees are dependent on the availability, quality, and completeness of the Entity's records and, where applicable, upon the Entity's personnel providing the level of assistance identified in the "prepared by client" request list distributed at the end of our planning work (e.g., Entity employees preparing confirmations and schedules we request, locating documents selected by us for testing, etc.).

Should our assumptions with respect to these matters be incorrect, or should the condition of the records, degree of cooperation, or other matters beyond our reasonable control require additional commitments by us beyond those upon which our estimated fees are based, we may adjust our fees and planned completion dates. If significant additional time is necessary, we will discuss it with management and arrive at a new fee estimate as soon as reasonably practicable.

Other Engagement Matters
During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Enclosed, as required by *Government Auditing Standards*, is a copy of the report on the most recent peer review of our firm.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

Jonathan Foster, CPA, is the engagement partner responsible for supervising the engagement and signing the report.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least seven years from the date of our report.

At the conclusion of our audit engagement, we will communicate to [*the Board of Directors*] the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Davis Farr LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulatory agencies pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Davis Farr LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to regulatory agencies. The regulatory agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to provide these services and believe this letter accurately summarizes the significant terms of our engagement.

Very truly yours,

Jonathan Foster, Partner
Davis Farr LLP

The services and arrangements described in this letter are in accordance with our understanding and are acceptable to us.

Public Cable Television Authority

By:_____________________________
Treasurer

Date:____________________________