



PUBLIC CABLE TELEVISION AUTHORITY
A Joint Powers Agency of the Cities of Fountain Valley, Stanton, and Westminster
7800 Katella Avenue, Stanton, CA 90680

SPECIAL & JOINT REGULAR MEETING AGENDA

December 18, 2024

8:30 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 24 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 September 18, 2024, Regular Meeting: See backup to Item 4A.
 - B. Receive/File Register: None received at time of posting.
 - C. Receive/File Treasurer's/Administrative Expenditure Reports: None received at time of posting.

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

6. New Business
 - A. Determine policy for funding member city council chamber upgrades
 - i. Summary: With member city Westminster due for a council chamber upgrade, it is critical for the Board to determine policy for funding council chamber improvements. (Attachment 6A)
 - ii. Recommended action: Board to adopt policy on funding member city council chamber upgrades.

 - B. Cablecast annual subscription renewal
 - i. Summary: PCTA's annual Cablecast subscription is due to expire at the end of December, 2024. (Attachment 6C)
 - ii. Recommended action: Approve renewal of PCTA's annual Cablecast subscription for calendar year 2025 not to exceed \$5,850.75.

7. ADJOURNMENT TO January 15, 2025, at Stanton City Council Chambers, 7800 Katella Avenue, Stanton, CA 90680.



Regular Meeting of November 20, 2024

7800 Katella Avenue, Stanton, CA 92680

1. Call to Order: Acting Chair Glenn Grandis called the meeting to order at 9:09 A.M.

2. Roll Call:

Present: Chair David J. Shawver, City of Stanton Director Carol Warren, City of Stanton, and Director Ted Bui, City of Fountain Valley, Vice-Chair Kimberly Ho, City of Westminster

Absent: Director Glenn Grandis, City of Fountain Valley, Director NamQuan Nguyen, City of Westminster

Excused: None.

3. Public Comments: None.

4. Consent Calendar:

Director Warren motioned to approve the Consent Calendar Seconded by Director Bui.

Motion carried by the following vote:

AYES: 4 (Ho, Shawver, Warren, Bui)

NOES: None

ABSTAIN: None

ABSENT: 2 (Grandis, Nguyen)

Motion unanimously carried 4-0

A. Minutes Approved: Regular Meeting of September 18, 2024.

5. Reports:

A. Report of Board

i. None.

B. Report of Treasurer

i. States that Q4 franchise fees need to be submitted to member cities.

C. Report of Attorney

i. None.

D. Report of Administration

i. Staff gave update on FY2022 Audit.

ii. Staff gave update on Seal Beach's interest in partnering with PCTA.

Director Grandis arrived at 9:12am

6. New Business

A. Reimbursement for City of Stanton

- i. Summary: The City of Stanton is requesting its quarterly reimbursement for City of Stanton employee Danny Hitt, related to PCTA administrative and operations support from July, 2024 to September, 2024 in the amount of \$8,107.00. (Attachment 6A)
- ii. Recommended Action: Approve reimbursement not to exceed \$8,107.00.

Board motioned to approve reimbursement to City of Stanton in the amount not to exceed \$8,107.00 and memorialized this approval not to exceed \$10,000.00.

Motion/Second: Warren/Ho

Motion carried 5-0

B. Review and adopt the Biennial Conflict of Interest Code for PCTA

- i. The Political Reform Act of 1974, Government Code section 81000 et seq. (the “Act”) requires all public agencies to adopt and maintain a conflict of interest code establishing the rules for disclosure of personal assets and the disqualification from making or participating in the making of any decisions that may affect any personal assets designating positions and establishing disclosure categories. (Attachment 6B)
- ii. Recommended Action: Adopt Resolution No. 2024-01 approving and adopting the amended Conflict of Interest Code pursuant to the Political Reform Act of 1974.

Board motioned to approve adoption of the Biennial Conflict of Interest Code.

Motion/Second: Ho/Bui

Motion carried 5-0

C. NATOA membership annual renewal

- i. Summary: PCTA’s annual NATOA membership is due for renewal. (Attachment 6C)
- ii. Recommended Action: Approve renewal of PCTA’s annual NATOA membership for Calendar year 2025 in the amount of \$2,470.00

Board motioned to approve renewing PCTA’s annual NATOA membership for 2025 in the amount of \$2,470.00.

Motion/Second: Ho/Warren

Motion carried 5-0

D. Presentation of Westminster proposed council chamber upgrade

- i. Summary: Westminster’s audio/visual equipment in the council chamber is due for an Upgrade. The desired target date to begin work is July, 2025. (Attachment 6D)
- ii. Recommended action: Board to give direction on process and approval to proceed with the Proposed upgrade and submit RFP’s to qualified bidders.

Board motioned to continue item to the December 18th Board meeting for further discussion.

Motion/Second: Ho/Grandis

Motion Carried: 5-0

- E. Discuss Board's interest in Staff submitting PCTA productions for industry awards and recognition
- i. Summary: Historically, PCTA annually submitted video productions for awards and recognition. PCTA has regularly won awards for our production work year after year, and it adds to the organization's overall credibility.
 - ii. Recommended action: Board to give approval to Staff to review and submit to the various industry Awards entities and set an annual monetary amount for Staff to spend on awards submissions.

Board motioned to approve Staff to review and submit PCTA productions for industry awards, not to exceed \$1,000.00 per calendar year.

Motion/Second: Grandis/Ho

Motion Carried: 5-0

7. Adjournment: 10:32 A.M.

To the next regularly scheduled meeting, October 16, 2024, at 8:30 A.M. at Stanton City Hall, Council Chambers, 7800 Katella Avenue, Stanton, CA 90680.



Regular Meeting of November 20, 2024

7800 Katella Avenue, Stanton, CA 92680

1. Call to Order: Acting Chair Glenn Grandis called the meeting to order at 9:09 A.M.

2. Roll Call:

Present: Chair David J. Shawver, City of Stanton Director Carol Warren, City of Stanton, and Director Ted Bui, City of Fountain Valley, Vice-Chair Kimberly Ho, City of Westminster

Absent: Director Glenn Grandis, City of Fountain Valley, Director NamQuan Nguyen, City of Westminster

Excused: None.

3. Public Comments: None.

4. Consent Calendar:

Director Warren motioned to approve the Consent Calendar Seconded by Director Bui.

Motion carried by the following vote:

AYES: 4 (Ho, Shawver, Warren, Bui)

NOES: None

ABSTAIN: None

ABSENT: 2 (Grandis, Nguyen)

Motion unanimously carried 4-0

A. Minutes Approved: Regular Meeting of September 18, 2024.

5. Reports:

A. Report of Board

i. None.

B. Report of Treasurer

i. States that Q4 franchise fees need to be submitted to member cities.

C. Report of Attorney

i. None.

D. Report of Administration

i. Staff gave update on FY2022 Audit.

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- ii. Recommended Action: Approve reimbursement not to exceed \$8,107.00.

Board motioned to approve reimbursement to City of Stanton in the amount not to exceed \$8,107.00 and memorialized this approval not to exceed \$10,000.00.

Motion/Second: Warren/Ho

Motion carried 5-0

B. Review and adopt the Biennial Conflict of Interest Code for PCTA

- i. The Political Reform Act of 1974, Government Code section 81000 et seq. (the “Act”) requires all public agencies to adopt and maintain a conflict of interest code establishing the rules for disclosure of personal assets and the disqualification from making or participating in the making of any decisions that may affect any personal assets designating positions and establishing disclosure categories. (Attachment 6B)
- ii. Recommended Action: Adopt Resolution No. 2024-01 approving and adopting the amended Conflict of Interest Code pursuant to the Political Reform Act of 1974.

Board motioned to approve adoption of the Biennial Conflict of Interest Code.

Motion/Second: Ho/Bui

Motion carried 5-0

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- i. Summary: PCTA’s annual NATOA membership is due for renewal. (Attachment 6C)
- ii. Recommended Action: Approve renewal of PCTA’s annual NATOA membership for Calendar year 2025 in the amount of \$2,470.00

Board motioned to approve renewing PCTA’s annual NATOA membership for 2025 in the amount of \$2,470.00.

Motion/Second: Ho/Warren

Motion carried 5-0

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- i. Summary: Westminster’s audio/visual equipment in the council chamber is due for an Upgrade. The desired target date to begin work is July, 2025. (Attachment 6D)
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Motion/Second: Ho/Grandis

Motion Carried: 5-0

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- i. Summary: Historically, PCTA annually submitted video productions for awards and recognition. PCTA has regularly won awards for our production work year after year, and it adds to the organization's overall credibility.
 - ii. Recommended action: Board to give approval to Staff to review and submit to the various industry Awards entities and set an annual monetary amount for Staff to spend on awards submissions.

Board motioned to approve Staff to review and submit PCTA productions for industry awards, not to exceed \$1,000.00 per calendar year.

Motion/Second: Grandis/Ho

Motion Carried: 5-0

7. Adjournment: 10:32 A.M.

To the next regularly scheduled meeting, October 16, 2024, at 8:30 A.M. at Stanton City Hall, Council Chambers, 7800 Katella Avenue, Stanton, CA 90680.

PUBLIC CABLE TELEVISION AUTHORITY
SECOND AMENDED AND RESTATED
JOINT POWERS AGREEMENT

THIS JOINT POWERS AGREEMENT (“**Agreement**”), dated for convenience as of _____, is entered into by and among the City of Fountain Valley (“**Fountain Valley**”); the City of Stanton (“**Stanton**”); and the City of Westminster (“**Westminster**”), each created pursuant to the Constitution and laws of the State of California, and collectively referred to as “**Members**” or “**Parties.**”

RECITALS

A. The Parties previously entered into an agreement entitled “Joint Powers Agreement – Public Cable Television Authority” dated as of December 26, 1990 to create the “Public Cable Television Authority” (“**PCTA**”), as amended by the “Restated and Amended Joint Powers Agreement – Public Cable Television Authority,” dated as of April 20, 2004 (collectively, the “**Prior Joint Powers Agreement**”); and

B. The Parties desire to replace the Prior Joint Powers Agreement; and

C. The Parties desire to enter into a new agreement which continues in existence the PCTA as a separate public entity pursuant to the provisions of the Joint Exercise of Powers Act for the purposes set forth herein, and desires that PCTA have the powers provided herein in connection with such purposes.

NOW, THEREFORE, the Parties, for and in consideration of the mutual promises and agreements herein contained, do hereby agree as follows:

SECTION 1: PURPOSE

This Agreement is made pursuant to the provisions of Articles 1 through 4 of Chapter 5, Division 7, Title 1, of the Government Code of the State of California (the “**Joint Exercise of Powers Act**”), to create a separate public entity possessing full police power regulatory authority for the purposes of exercising the common powers of the Parties relating to community antenna television systems, Open Video Systems, or Cable Television Systems (collectively, “**Cable Systems**”), and any and all services, provided on or through said Cable Systems. Such common powers include, but are not limited to, administering franchises, administering and programming channels allocated for city, school, public safety or community uses, conducting research, appearing before or communicating with administrative or legislative bodies (including State, Federal and Local bodies), and all other necessary and incidental powers with respect to Cable Systems and the services provided on or through those systems.

SECTION 2: DEFINITIONS

In addition to the other terms defined herein, the following terms, whether in the singular or in the plural, when used herein and initially capitalized, shall have the meanings specified, unless the context requires otherwise.

2.1 Fiscal Year. The term “**Fiscal Year**” shall mean the Fiscal Year of the PCTA as established from time to time by the Board of Directors, being at the date of this Agreement the period from July 1 to and including the following June 30.

2.2 Member. The term “**Member**” shall mean: (i) the Parties first listed above, each of which is a city located in the State of California and each of which executed this Agreement on or before the date first above written; and (ii) a city, county, public corporation, special district, school district, or other public agency which shall have met the requirements of Section 12 hereof.

2.3 PCTA. The term “**Public Cable Television Authority**” or “**PCTA**” shall mean the separate, public entity created by this Agreement.

SECTION 3: CREATION OF AGENCY

Pursuant to the Joint Exercise of Powers Act, there is hereby created a public entity, to be known as the “Public Cable Television Authority” which shall be a public entity separate and apart from the Members.

SECTION 4: TERM

This Agreement shall become effective as of the date hereof and shall continue in full force until terminated by the Parties as provided in Section 14 of this Agreement.

SECTION 5: POWERS

5.1 General Powers. The PCTA shall at all times have power to do or cause to be done those things necessary, convenient, and appropriate to accomplish the purposes of this Agreement as set forth in Section 1 hereof. Pursuant to Government Code section 6509, PCTA’s powers shall be exercised subject to the restrictions applicable to Fountain Valley, a California general law city, in exercising such powers.

5.2 Specific Powers. Subject to the limitations in Section 5.1 above, the PCTA is hereby authorized and empowered, in its own name, to do or cause to be done all acts necessary, convenient, and appropriate for the exercise of said power, including but not limited to any or all of the following:

5.2.1 To conduct and perform research (including public surveys) with respect to Cable Systems;

5.2.2 To appear before and communicate with administrative and legislative bodies (including State, Federal and Local) with respect to Cable Systems;

Attachment 6A

5.2.3 To make and enter into contracts of every kind with a Member, the United States, any state or political subdivision thereof, and any individual, firm, association, partnership, corporation or any other organization of any kind;

5.2.4 To employ agents and employees;

5.2.5 To lease, acquire, construct, manage, maintain or operate any building, works or improvements;

5.2.6 To acquire, hold or dispose of property;

5.2.7 To incur debts, liabilities or obligations which, except as otherwise provided in Section 11, do not constitute a debt, liability or obligation of any Member;

5.2.8 To sue and be sued in its own name;

5.2.9 To receive gifts, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations, and governmental entities, provided that PCTA consents to such gifts, contributions and donations;

5.2.10 To adopt reasonable rules and regulations for the conduct of the day-to-day operations of the PCTA;

5.2.11 To apply for, accept, receive and disburse grants, donations, and loans from local, State, or federal agencies or from individuals or businesses;

5.2.12 To establish a budget and authorize expenditures therefrom;

5.2.13 To invest money in its treasury, pursuant to Government Code section 6505.5 *et seq.*, that is not required for the immediate necessities of the PCTA, as the PCTA determines advisable, in the same manner and on the same conditions as local agencies pursuant to Government Code section 53601;

5.2.14 To carry out and enforce all provisions of this Agreement;

5.2.15 To provide advisory and consultation services, upon written request of the Member and reimbursement for the cost of said services, in relation to such subject areas as telecommunications, public rights-of-way management, public right-of-way compensation, regulation of wireless carriers, wireless siting, telecommunication services, internet services, internet technology, internet protocols, information services, broadband deployment, and any and all related fields;

5.2.16 To program channels under the control of the PCTA or its Members; and

5.2.17 To exercise any and all powers provided for by the Joint Exercise of Powers Act including, without limitation, Government Code section 6584 *et seq.*, as they exist on the Effective Date of this Agreement or may hereafter be amended.

SECTION 6: BOARD OF DIRECTORS

6.1 Creation. The PCTA shall be administered by a governing board which shall consist of two (2) Directors representing each Member. The governing board shall be known as the “Board of Directors of the Public Cable Television Authority” (“**Board of Directors**” or “**Board**”). The governing body of each Member shall appoint, from time to time, two (2) Directors. The Directors representing each Member shall be members of the governing body of such Member, provided however, that when such Director is no longer a member of the appointing governing body, such Director will be deemed to no longer be a Director. Each Director will serve in his/her individual capacity as a member of the Board of Directors. Each Director shall serve at the pleasure of the appointing governing body and may be removed at any time, with or without cause, at the sole discretion of the appointing governing body.

6.2 Powers of the Board. The Board of Directors shall have the responsibility for the general management of the affairs, property and business of the PCTA and may adopt and modify from time to time such bylaws and other rules and regulations for that purpose and for the conduct of its meetings as it may deem proper. The Board of Directors may exercise and shall be vested with all powers of the PCTA insofar as not inconsistent with applicable law or this Agreement. The Board of Directors may delegate certain powers in its discretion; provided, however, that it shall not delegate its legislative powers.

6.3 Compensation. The Board of Directors may adopt a resolution providing that each member of the Board of Directors shall receive compensation in the amount of One Hundred Dollars (\$100.00) per meeting of the Board of Directors. Such compensation may be increased or decreased by an amendment to the Resolution adopting such compensation, provided, however, that the amount of such increase may not exceed an amount equal to five percent (5%) for each Fiscal Year from the operative date of the last adjustment of compensation in effect when the Resolution or amendment thereto is adopted. Notwithstanding the provisions of this Section 6.3, Board compensation shall be subject to any additional limits or requirements established by applicable law.

SECTION 7: MEETINGS OF BOARD OF DIRECTORS

All meetings of the Board of Directors, including, without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Government Code section 54950).

7.1 Regular Meetings. The Board of Directors shall hold a regular meeting not less than once each calendar year. The date, hour, and place of regular meetings shall be fixed by resolution of the Board of Directors and a copy of such resolution shall be filed with each Member.

7.2 Special Meetings. Special meetings of the Board of Directors may be called in accordance with the provisions of Government Code section 54956.

7.3 Meeting Notice. All meetings of the Board of Directors shall be held subject to the provisions of the laws of the State of California requiring notice of meetings of public bodies to be given in the manner provided in such laws.

7.4 Minutes. The Clerk of the PCTA shall cause to be kept minutes of the meetings of the Board of Directors, both regular and special, and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director.

7.5 Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business, except that, if less than a majority is present at a meeting, a majority of those Directors present may adjourn the meeting from time to time.

7.6 Voting. Each Director shall have one vote. When a quorum is present at a meeting of the Board of Directors, the vote of the Directors present at such meeting shall decide any question brought before such meeting and such decision shall be deemed to be the action of the Board of Directors. The vote of a majority of all Directors of the Board of Directors shall decide any question, except as provided in Sections 9.7, 12.2, and 14.4 of this Agreement, or as otherwise required by applicable law. In the event of a tie vote, the matter being considered is deemed not to pass.

SECTION 8: OFFICERS AND EMPLOYEES

8.1 Election and Appointment of Officers; Terms. At its first meeting in each calendar year, the Board of Directors shall elect or re-elect a Chair and a Vice Chair, each of whom shall be selected from among the Directors and shall also appoint or re-appoint a Clerk and a Treasurer, each of whom may, but need not be selected from among the Directors. The term of office for the Chair, Vice Chair, Clerk, and Treasurer shall be one year, or until his or her successor is elected or appointed.

8.2 Duties of Chair and Vice Chair. The Chair, or in his or her absence the Vice Chair, shall preside at and conduct all meetings of the Board of Directors and perform such other duties as are specified by the Board of Directors or applicable law.

8.3 Clerk. The Clerk shall be responsible for the minutes and other records of the proceedings of the Board of Directors and shall perform such other duties as specified by the Board.

8.4 Treasurer. The Executive Director is designated as the Treasurer of PCTA, unless the Board of Directors provides otherwise by resolution. The Treasurer: (i) shall be the depository of PCTA and have custody of all the money of PCTA, from whatever source, (ii) shall draw warrants to pay demands against PCTA and present such warrants to the Board of Directors for approval, and (iii) shall have the other powers, duties and responsibilities of such officers as specified in Government Code sections 6505.5 and 6505.6.

8.5 Vacancies. In the event that the Chair, Vice Chair, Clerk or Treasurer so elected or appointed ceases (in the case of the Chair or Vice Chair) to be a Director or resigns from such office, the resulting vacancy shall be filled at the next regular meeting of the Board of Directors held after such vacancy occurs, or as soon thereafter as is reasonably practical.

8.6 Official Bond. The Treasurer is designated as the public officer or person who has charge of, handles, or has access to any property of PCTA, and shall file an official bond or legal equivalent with the Clerk of PCTA in the amount of \$100,000.00.

8.7 Additional Duties. In addition to the powers, duties and responsibilities provided herein or by law, the Chair, the Vice Chair, the Treasurer and the Clerk shall have such powers, duties and responsibilities as are provided in any bylaws or other rules and regulations adopted by the Board of Directors. The Treasurer shall have such powers, duties and responsibilities as are provided herein or by law.

8.8 Executive Director and Attorney. The Board of Directors shall have the power to appoint, or contract to employ, an Executive Director and Attorney, each of whom shall have such powers, duties and responsibilities as are determined by the Board of Directors. The Board of Directors shall also have the power to appoint a Member to perform the duties of the Executive Director pursuant to a separate written agreement approved by the Board of Directors and the Member's governing body.

8.9 Additional Officers and Employees. The Board of Directors shall have the power to appoint, or contract to employ, such other officers and employees as it may deem necessary, any of whom may be employees of a Member, and who shall have such powers, duties and responsibilities as are determined by the Board of Directors.

8.10 Privileges and Immunities. To the fullest extent allowed by law, all of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, worker's compensation and other benefits which apply to the activities of officers, agents or employees of the Members when performing their respective functions within the territorial limits of their respective Member, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this Agreement.

8.11 PCTA Employment. None of the officers, agents or employees, if any, directly employed by the PCTA shall be deemed, by reason of their employment by the PCTA, to be employed by any Member or, by reason of their employment by the PCTA, to be subject to any of the requirements of any Member.

SECTION 9: FINANCES

9.1 Annual Budget. Annually, prior to July 1 of each year, the Board shall adopt a budget for all expenditures to be made by the PCTA during the ensuing Fiscal Year. Each annual budget shall be adopted and made effective upon the affirmative vote of a majority of the Board.

In the event the Board does not adopt a budget prior to start of a Fiscal Year, the budgeted amounts of all expenses shall, except as required for debt payments or provided in multi-year agreements and other similar continuing legal obligations, remain the same as the amounts last approved by the Board in its most recently adopted budget; provided, however, that the amounts shall be increased by the Consumer Price Index ("CPI"). The CPI shall mean the Bureau of Labor Statistics' Consumer Price Index for All Urban Consumers in the Anaheim-Santa Ana-Irvine region (Anaheim-Santa Ana-Irvine CPI-U) for the twelve (12) month period ending the February prior to the beginning of the Fiscal Year. This factor shall be applied to the budget until such time as a new budget is adopted by the Board.

Any shortfall in available funds and other non-reserve funds shall be made up from available reserves dedicated by the Board for such purpose and, if insufficient to cover the shortfall, any available reserve funds which have not been designated by the Board for a particular purpose or otherwise legally restricted for other purposes. Reserves shall mean any available cash or investments. In the event that a shortfall in available funds exceeds available unrestricted reserves of the PCTA, such resulting unfunded shortfall shall be carried forward into the subsequent Fiscal Year. Members shall have no obligation to cure such unfunded shortfall except as otherwise may be required pursuant to Section 9.2.

9.2 Contributions, Payments, and Advances. In accordance with Government Code section 6504, each Member shall make such required contributions, payments and advances to PCTA as are approved from time to time by the Board of Directors. Payment shall be made in accordance with the rules and procedures of the Member's governing body. A Member may object to a required contribution, payment or advance by providing written notice to PCTA within thirty (30) days after the Board's approval. Unless the Board of Directors adjusts or rescinds a required contribution, payment or advance, if a Member fails to make or pay when due any required contribution, payment or advance to PCTA, PCTA may suspend the defaulting Member's rights under this Agreement and exclude the defaulting Member from participation in PCTA as provided in Section 13 of this Agreement.

9.3 Return of Contributions, Payments, and Advances. PCTA may make such arrangements relative to the repayment or return to the Member of such contributions, payments and advances as are approved from time to time by the Board of Directors.

9.4 Distributions from Franchise Payments. The Board of Directors shall, from time to time, distribute to each Member money derived by PCTA from the franchise payments to PCTA. Such sums shall be distributed to each Member in the same percentage that the revenue is received.

9.5 Other Financing Mechanisms. For the purpose of exercising its powers and effecting the purposes of this Agreement, PCTA may undertake any method of financing presently authorized or which may be authorized in the future, under the provisions of applicable law.

9.6 Payments and Advances. No expenditures in excess of those budgeted shall be made unless otherwise approved by the Board of Directors.

9.7 Funds, Accounts, and Reports. There shall be strict accountability of all funds and reporting of all receipts and disbursements.

9.7.1 Revenues or funds received or made available to the PCTA from any source whatsoever shall be deposited into accounts that may be established by the PCTA, and may be expended by the PCTA in any legal manner, subject to such reservations as may be imposed by the PCTA from time to time.

9.7.2 The Treasurer shall, within one hundred and eighty (180) days after the close of each Fiscal Year, give a complete written report of all financial activities for such Fiscal Year to the Board of Directors and to each Member. The PCTA books and records shall be open

to inspection at all reasonable times by representatives of each Member. The Treasurer shall prepare and provide such additional reports, including audited financial statements and ongoing disclosure reports, as are required by separate agreements entered into by the PCTA.

9.8 Audits. In accordance with Government Code sections 6505 through 6505.6, the Treasurer shall cause an annual audit of the accounts and records of the PCTA to be made and reported. The audit shall be conducted by an independent certified public accountant or public accountant. The audit shall conform to generally accepted auditing standards. Such report shall be filed within twelve (12) months of the end of the Fiscal Year under examination. Notwithstanding the above, pursuant to Government Code section 6505(f), the PCTA may replace the annual audit with an audit covering a two (2) year period by unanimous approval of the Board of Directors.

9.9 Procurement Methods. The Board may adopt policies relating to procurement of services, equipment, supplies and other materials as are needed to accomplish the purposes of this Agreement.

SECTION 10: PROVISION OF ADVISORY AND CONSULTING SERVICES

10.1 Advisory or Consulting Services. PCTA, its employees, agents, consultants, advisors, and other related parties may provide advisory and/or consultation services to Members in relation to those subject specified in Section 5.2.15 upon approval of the Board.

10.2 Procedures for Providing Services. Prior to the provision of any advisory and/or consultation services to any Member, the Member shall submit a written request to the PCTA specifying the nature of the requested services. The provision of advisory and/or consultation services shall be approved by the Board subject to the negotiation and approval of an appropriate reimbursement agreement between the PCTA and the Member specifying the cost of said services and the method of reimbursement payment.

SECTION 11: LIABILITY AND CONTRIBUTION

11.1 PCTA Debts, Liabilities, and Obligations. Pursuant to Government Code section 6508.1, no debt, liability or obligation of PCTA shall be a debt, liability or obligation of any Member except: (a) with respect to the retirement liabilities of the PCTA if the PCTA contracts with a “public retirement system” as defined in Government Code section 6508.1; or (b) as provided by Government Code section 895.2 in the case of injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement.

SECTION 12: ADDITIONAL MEMBERS

Any city, county, public corporation, special district, school district, or other public agency organized and existing under the laws of the State of California or under a city charter adopted pursuant thereto, authorized by or pursuant to such laws or charter to engage in the purposes described in this Agreement (“**Applying Agency**”), may become a Member as described below:

12.1 Resolution of Application. The Applying Agency shall file with the Board of Directors a certified copy of a resolution of its governing body whereby the Applying Agency: (a) agrees to the provisions of this Agreement; and (b) requests to become a Member.

12.2 Approval and Conditions of Approval. No such Applying Agency shall become a Member until: (a) its admission is approved at a regular or special meeting of the Board of Directors by a unanimous vote; and (b) such Applying Agency deposits or agrees to deposit with PCTA an amount equal to such share of the costs, expenses and fees to be determined by the Board of Directors incurred by PCTA prior to the date of admission of such Applying Agency as a Member, as shall be determined by the Board of Directors; and (c) execution of this Agreement by the authorized representative of the Applying Agency in substantially the form set forth in Exhibit A, attached hereto and incorporated herein, and acknowledged by the Board Chair and Clerk of the PCTA.

12.3 Admission. Upon completion of the foregoing, the Applying Agency shall become a Member for all purposes under this Agreement and the PCTA shall circulate to all Members an updated copy of this Agreement with the signature page of the new Member.

SECTION 13: SUSPENSION AND EXCLUSION OF MEMBER

Any Member that has (a) failed to pay any required contributions, payments or advances approved by the Board in accordance with Section 9, or (b) breached this Agreement in any way, may have its rights under this Agreement suspended and be excluded from participating in PCTA (including, but not limited to, representation on the Board of Directors) following: (a) at least thirty (30) days' prior written notice from PCTA to the defaulting Member of its failure to pay the required amount(s) or of its breach; and (b) if the defaulting Member fails to pay the required amount(s) or cure the breach within such time, a majority vote of the Board of Directors at a special or regular meeting of the Board, which shall take effect immediately. Any suspended and excluded Member shall continue to be liable for its obligations under any separate agreement with PCTA and for any unpaid contribution, payment or advance approved by the Board of Directors prior to such Member's suspension and exclusion. Any suspended and excluded Member may be reinstated by the Board of Directors following cure of the breach or payment of any unpaid contribution, payment or advance and, if applicable, its share of any additional contributions, payments or advances approved by the Board of Directors during the Member's suspension and exclusion period. A suspended and excluded Member may withdraw from PCTA pursuant to the provisions of Section 14.

SECTION 14: TERMINATION; WITHDRAWAL; AMENDMENT.

14.1 Termination. This Agreement may be terminated by the mutual written consent of all Members. If at any time there are only two (2) Parties to this Agreement and one (1) Party intends to withdraw, the other Party's written consent to terminate this Agreement shall not be unreasonably conditioned or delayed. Notwithstanding the prior provisions of this Section 14.1, this Agreement and the PCTA shall continue to exist for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to conclude the affairs of the PCTA.

14.2 Withdrawal. Notwithstanding any other provision of this Agreement, any Member may withdraw from the PCTA by adopting a resolution of the Member's governing

body and providing the PCTA with written notice of its intent to withdraw at least six (6) months prior to the end a Fiscal Year. Such notice shall not become effective until the last day of Fiscal Year in which notice was given. A withdrawal from the PCTA constitutes a withdrawal of that Member's representatives from the Board of Directors. If at any time there are only two (2) Parties to this Agreement, any desired withdrawal shall be subject to the termination provisions of this Agreement.

14.3 Effect of Withdrawal. The withdrawal of a Member shall not terminate its responsibility to contribute its share of any obligation incurred by the PCTA or to perform any other obligation arising from a separate agreement or other legally binding obligation, including, but not limited to, amounts determined by the Board for: (a) liabilities and claims accrued during the time the agency was a Member (including any future obligations arising from retirement benefits for past and existing employees of the PCTA, if any); (b) contributions, payments or advances for budgeted expenses for the Fiscal Year in which notice of intent to withdraw is given; (c) other obligations payable from contributions, payments, or advances incurred under Section 9, which obligation matures after the effective date of withdrawal; and (d) the depreciated value of equipment (e.g., cameras and editing equipment) provided to the Member by PCTA. Regarding equipment provided by PCTA to the withdrawing Member, the Member shall be required to pay to PCTA the value of the equipment when originally provided to the Member, less depreciation, calculated at the effective date of the withdrawal.

Prior to the effective date of withdrawal, the withdrawing Member shall have paid, or made arrangements satisfactory to the Board to pay, its share of such obligations. Except as the withdrawing Member may agree in writing with the Board, the withdrawing Member shall automatically relinquish all rights as a Member under this Agreement on the effective date of the withdrawal. Such relinquishment shall include, but not be limited to, any right of the withdrawing Member to the assets of the PCTA (except as provided in Section 14.4 below regarding potential disbursement upon full termination of this Agreement). The withdrawal of a Member shall not affect any obligations under any separate agreement between the withdrawing Member and the PCTA.

14.4 Disbursement Upon Termination. Upon termination of this Agreement and after payment of all liabilities, costs, expenses and charges validly incurred under this Agreement, all remaining assets of the PCTA shall be disbursed among Members, including any Members which previously withdrew from the PCTA. All assets shall be divided among the Members and former Members in accordance with and proportionate to their cash contributions (including payments for services received and property at market value when received) made during the term of this Agreement, if it is feasible to do so. Notwithstanding the above or any other provision of this Agreement, the Board may, in its discretion and by a unanimous vote of the then-current Directors of the Board of Directors, distribute assets without regard to a Member or former Member's contribution.

SECTION 15: DEFAULT; ENFORCEMENT

If default shall be made by any Member in any undertaking contained in this Agreement, such default shall not excuse such Member or any other Member from fulfilling its obligations under this Agreement and each Member shall continue to be liable for the payment of

contributions, payments and advances pursuant to Section 9 hereof and the performance of all conditions herein contained. Each Member hereby declares that this agreement is entered into for the benefit of PCTA created hereby and each Member hereby grants to PCTA the right to enforce by whatever lawful means PCTA deems appropriate all of the obligations of each of the Members hereunder. Each and all of the remedies given to PCTA hereunder or by any law now or hereafter enacted are cumulative and the exercise of one right or remedy shall not impair the right of PCTA to any or all other remedies.

SECTION 16: INSURANCE

The PCTA shall maintain types and levels of insurance coverage for the PCTA as the Board of Directors determines to be reasonably adequate.

SECTION 17: WAIVER OF PERSONAL LIABILITY

No member, officer or employee of the PCTA or any Member shall be individually or personally liable for any claims, losses, damages, costs, injury and liability of any kind, nature or description arising from the actions of the PCTA or other actions undertaken pursuant to this Agreement. To the full extent permitted by law, the Board shall provide for indemnification by the PCTA of any person who is or was a Member of the Board, or an officer, employee or other agent of the PCTA, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a member of the Board, or an officer, employee or other agent of the PCTA, against expense, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in the course and scope of his or her office, employment or agency. In the case of a criminal proceeding, the Board may provide for indemnification and defense of a member of the Board, or an officer, employee or other agent of the PCTA to the extent permitted by law.

SECTION 18: GENERAL PROVISIONS

18.1 Severability. In the event that any term, covenant or condition of this Agreement or the application of such term, covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction in the premises, all other terms, covenants or conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect unless a court holds that the provisions are not separable from all other provisions of this Agreement.

18.2 Successors and Assigns; Amendments. No Member may assign any right or obligation hereunder without the consent of all other Members. The immediately preceding sentence shall not affect, in any respect, any right of assignment under any contract between any Member and PCTA. Subject to any requirements of law (including Government Code Section 6573), this Agreement may be amended at any time and from time to time by a writing or writings executed by each and every Member and approved by resolution of each and every Member's governing body.

Attachment 6A

18.3 Notices. Any notice, demand or request, provided for in this Agreement shall be in writing and shall be deemed properly served, given, or made if delivered in person or sent by registered or certified mail, postage prepaid, to the persons specified below:

If to PCTA: 10200 Slater Avenue
Fountain Valley, CA 92708
Attention: PCTA Executive Director

If to the Member(s): City of Fountain Valley
City Clerk
10200 Slater Avenue
Fountain Valley, CA 92708

City of Stanton
City Clerk
7800 Katella Avenue
Stanton, CA 90680

City of Westminster
City Clerk
8200 Westminster Boulevard
Westminster, CA 92683

A Member or PCTA may, at any time, by written notice to each other Member and PCTA, designate different or additional persons or different addresses for giving of notices, demands or requests to it hereunder.

18.4 Execution in Counterparts. This Agreement may be executed in any number of counterparts. All such counterparts shall be deemed to be originals and shall together constitute but one and the same instrument.

18.5 Prior Agreements. Upon the effective date of this Agreement, the Joint Powers Agreement shall be superseded by this Agreement and shall have no further force and effect.

18.6 Governing Law. This Agreement is made in the State of California, under the Constitution and laws of such State, and shall be construed and enforced in accordance with the laws of such State.

18.7 Other Agreements Not Prohibited. Other agreements by and between the Parties of this Agreement or any other entity are neither prohibited nor modified in any manner by execution of this Agreement.

18.8 Section Headings. The section headings herein are for convenience of the Parties only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this Agreement.

18.9 Integration. This Agreement constitutes the full and complete Agreement of the Parties.

SIGNATURES ON THE FOLLOWING PAGE(S)

Attachment 6A

Attachment 6A

IN WITNESS WHEREOF, the Members hereto have caused this Second Amended and Restated Joint Powers Agreement to be executed and attested by their proper officers thereunto duly authorized, making the same effective on the date signed by the last of all Parties hereto.

CITY OF FOUNTAIN VALLEY

By: Michael Vo

Its: Michael Vo, Mayor

Date: November 2, 2021

ATTEST:

By: Debbie Miller

CITY OF STANTON

By: David John Shawver

Its: Mayor / David J. Shawver

Date: November 9, 2021

ATTEST:

By: [Signature]



CITY OF WESTMINSTER

By: _____

Its: _____

Date: _____

ATTEST:

By: _____

EXHIBIT A

SIGNATURE PAGE OF APPLYING AGENCY

IN WITNESS WHEREOF, the *[Name of Applying Agency]* has caused this Second Amended and Restated Joint Powers Agreement for the Public Cable Television Authority to be executed and attested by its proper officers thereunto duly authorized.

[NAME OF APPLYING AGENCY]

By: _____

Its: _____

Date: _____

ATTEST:

By: _____

Following approval by the Public Cable Television Authority Board of Directors and the satisfaction of conditions set forth in the Second Amended and Restated Joint Powers Agreement, the Public Cable Television Authority has caused this signature page to be executed and attested by its proper officers thereunto duly authorized.

PUBLIC CABLE TELEVISION
AUTHORITY

By: _____

Its: Board Chair

Date: _____

ATTEST:

By: _____

Attachment 6



Quotation

John Delmont
 11258 Monarch St. Unit A
 Garden Grove, CA 92841
 714-894-6100
 FAX 714-894-6110
jdeltmont@vmivideo.com
www.vmivideo.com

Date: 12/9/2024

Darlene Mena
 TBD

Ship to: PCTA
 Danny Hitt
 10200 Slater Avenue
 Fountain Valley, CA 92708 Expires Cable

Tax	Terms	Drop Ship	Ship Via	FOB	Required By	PO #
YES	Net 30	NO	Best Way	Origin		

Qty	Manufacturer	Item	Description	Unit Price	Total
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3	Cablecast	CBLCABLE CASTREN	Ongoing subscription fee to maintain ONE branded Cablecast OTT Channel. AppleTV, Roku, FireTV	\$250.00	\$750.00
1	Cablecast	CBLREFLECT BND	Annual Cloud-based reflection service operating in conjunction with both Cablecast Live and Cablecast VOD servers	\$2,350.00	\$2,350.00
6	Cablecast	CBLGOLD-CH- 1YR	VIO2 (2ins/outs) x3 = 6 units Annual support subscription per I/O. Same day email, phone and remote login support. Includes all new software releases.	\$380.00	\$2,280.00

\$300.00

subtotal	\$5,380.00
8.75% tax	\$470.75
Total	\$5,850.75

Comments:

