



PUBLIC CABLE TELEVISION AUTHORITY

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

REGULAR MEETING AGENDA

May 21, 2025

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 April 16, 2025, 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. Presentation and review of the Public Cable Television Authority Joint Powers Agreement.
 - i. Summary: Per the Boards request, PCTA's legal counsel, Best, Best & Krieger LLP will present and review the current JPA, adopted in 2021, and give recommendations for amendments, additions or alterations. (Attachment 6A)
 - ii. Recommended Action: Board to receive legal counsel input and determine further action as needed.

7. ADJOURNMENT TO June 18, 2025 at Stanton City Council Chambers, 7800 Katella Avenue, Stanton, CA 90680.



1. Call to Order: Chair Shawver called the meeting to order at 9:12 A.M.

2. Roll Call:

Present: Chair David J. Shawver, City of Stanton, Director John Warren, City of Stanton, Director NamQuan Nguyen, City of Westminster and Director Patrick Harper, City of Fountain Valley

Absent: Director Mark Nguyen, City of Westminster, Director Ted Bui, City of Fountain Valley

Excused: None.

3. Public Comments: None.

4. Consent Calendar:

Director Harper motioned to approve the Consent Calendar, Seconded by Director Warren

Motion carried by the following vote:

AYES: 4 (N. Nguyen, Harper, Shawver, Warren)

NOES: None

ABSTAIN: None

ABSENT: M. Nguyen, Bui

Motion unanimously carried 4-0

A. Minutes Approved: Regular Meeting of March 19, 2025.

5. Reports:

A. Report of Board

i. None.

B. Report of Treasurer

i. Reported on status of PCTA accounts.

C. Report of Attorney

i. None.

D. Report of Administration

i. Reported on status of Production Truck, Bylaws review, and A/V project.

6. New Business

A. Review of the updated Policies & Procedures for PCTA

- i. Summary: After reviewing the Policies & Procedures documentation for PCTA at the June 19, 2024 Board meeting, it was determined that updates were needed. Staff drafted a revised version which has been reviewed by Best, Best & Krieger LLP. (Attachment 6A)
- ii. Recommended Action: Board to adopt and approve the updated PCTA Policies and Procedures.

Board adopts and approves the updated Policies & Procedures for PCTA.

Motion/Second: Harper/Warren

Motion carried 4-0

B. Board to formalize a procedure for the disbursement of franchise fees to member cities.

- i. Summary: There is currently a lack of concise protocols in place for the disbursement of franchise fees to PCTA's member cities. This has caused a lengthy delay in the disbursement of Q4 2024 and Q1 2025 franchise fees.
- ii. Recommended Action: Staff recommends the Board formalize PCTA's procedure for the disbursement of franchise fees to its member cities.

Board moved this item to a later date in order for Staff to receive more information.

7. ADJOURNMENT: 10:24 am

To the next regularly scheduled meeting, May 21, 2025 at 9am in the Stanton City Council Chambers, 7800 Katella Avenue, Stanton, CA 90680.

Public Cable Television Authority

April, 2025

Balance Sheet

Estimated Income Statements by Jurisdiction

PEG Segment

Administration Segment

Bank Statement – Citizens Business Bank 4/30/2025

Bank Reconciliation – Citizens Business Bank 4/30/

Bank Statement – Local Agency Investment Fund 4/30/2025

Month Ended April 30, 2025

10:52 PM

PUBLIC CABLE TELEVISION AUTHORITY

Balance Sheet

April 30, 2025

05/14/25

Accrual Basis

	<u>Apr 30, 25</u>
ASSETS	
Current Assets	
Checking/Savings	
1000 · Cash	
1002 · Cash - Citizens Business Bank	524,696
1005 · Cash - LAIF Investments	1,080,212
Total 1000 · Cash	<u>1,604,907</u>
Total Checking/Savings	1,604,907
Other Current Assets	
1200 · Receivables	
1232 · ESTIMATED PEG Fees Receivable	62,666
1233 · ESTIMATED Franchise Fees Rec	310,667
Total 1200 · Receivables	<u>373,333</u>
Total Other Current Assets	<u>373,333</u>
Total Current Assets	1,978,240
Fixed Assets	
1400 · Equipment	
1401 · Equipment - Administration	3,518
1403 · Equipment - PEG	2,112,137
1410 · Equipment - Accum Dep - Admin	-1,759
1412 · Equipment - Accum Dep PEG	-1,212,450
Total 1400 · Equipment	<u>901,446</u>
Total Fixed Assets	<u>901,446</u>
TOTAL ASSETS	<u><u>2,879,686</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2001 · Accounts Payable	8,627
Total Accounts Payable	8,627
Other Current Liabilities	
2004 · Franchise Fees Payable	671,411
2006 · Payroll	
2105 · Payroll Tax Payable	68
Total 2006 · Payroll	68
2401 · Suspense	6,574
Total Other Current Liabilities	<u>678,053</u>
Total Current Liabilities	<u>686,680</u>
Total Liabilities	686,680
Equity	
3002 · Retained Earnings	474,254
3005 · Reserve for Capital Assets	720,849
3008 · Reserve for PEG Restricted	989,415
Net Income	8,489
Total Equity	<u>2,193,007</u>
TOTAL LIABILITIES & EQUITY	<u><u>2,879,686</u></u>

PUBLIC CABLE TELEVISION AUTHORITY
Income Statement - PEG ESTIMATED
For the Month Ended April 30, 2025

	<u>1 - FV</u>	<u>2 - WM</u>	<u>3 - ST</u>	<u>Unclassified</u>	<u>TOTAL</u>
Ordinary Income/Expense					
Income					
4000 · Income					
4005 · ESTIMATED PEG Income	7,333	6,000	2,333	0	15,666
Total 4000 · Income	7,333	6,000	2,333	0	15,666
Total Income	7,333	6,000	2,333	0	15,666
Gross Profit	7,333	6,000	2,333	0	15,666
Expense					
6030 · PEG Operating Expenses					
6031 · Operating Exp - PEG Video Prod	1,650	1,980	0	0	3,630
6032 · Operating Exp - PEG Eng Service	0	1,667	915	4,803	7,385
6033 · Operating Exp - PEG Vid Pro Ast	880	240	400	1,360	2,880
6034 · Operating Exp - PEG Video Edit	0	850	0	0	850
6044 · Operating Exp - PEG Misc Bus	0	0	0	129	129
6051 · Operating Exp - PEG Vid Pro Spt	0	80	0	0	80
6053 · Operating Exp - PEG Vid Int Svc	0	0	0	460	460
Total 6030 · PEG Operating Expenses	2,530	4,817	1,315	6,752	15,414
Total Expense	2,530	4,817	1,315	6,752	15,414
Net Ordinary Income	4,803	1,183	1,018	-6,752	252
Net Income	4,803	1,183	1,018	-6,752	252

9:43 PM

05/14/25

Accrual Basis

PUBLIC CABLE TELEVISION AUTHORITY
Income Statement - Administration ESTIMATED
For The Month Ended April 30, 2025

	<u>1 - FV</u>	<u>2 - WM</u>	<u>3 - ST</u>	<u>Unclassified</u>	<u>TOTAL</u>
Ordinary Income/Expense					
Income					
4000 · Income					
4006 · ESTIMATED Franchise Fee Income	36,667	30,000	11,000	0	77,667
Total 4000 · Income	<u>36,667</u>	<u>30,000</u>	<u>11,000</u>	<u>0</u>	<u>77,667</u>
Total Income	<u>36,667</u>	<u>30,000</u>	<u>11,000</u>	<u>0</u>	<u>77,667</u>
Gross Profit	36,667	30,000	11,000	0	77,667
Expense					
6100 · Administrative Expenses					
6112 · Admin - Personnel Director Fees	136	117	47	0	300
6114 · Admin - Personnel Payroll Tax	19	16	7	-0	42
6130 · Admin - Operating Expense	761	655	258	0	1,675
6133 · Admin - Operating Exp Legal Svc	33	28	11	0	72
6134 · Admin - Operating Accting Svcs	148	128	50	0	326
Total 6100 · Administrative Expenses	<u>1,097</u>	<u>944</u>	<u>374</u>	<u>-0</u>	<u>2,414</u>
Total Expense	<u>1,097</u>	<u>944</u>	<u>374</u>	<u>-0</u>	<u>2,414</u>
Net Ordinary Income	<u>35,570</u>	<u>29,056</u>	<u>10,626</u>	<u>0</u>	<u>75,253</u>
Net Income	<u><u>35,570</u></u>	<u><u>29,056</u></u>	<u><u>10,626</u></u>	<u><u>0</u></u>	<u><u>75,253</u></u>

**PUBLIC CABLE TELEVISION AUTHORITY
Reconciliation Detail**

1002 - Cash - Citizens Business Bank, Period Ending 04/30/2025

Type	Date	Num	Name	Ctr	Amount	Balance
Beginning Balance						831,910.07
Cleared Transactions						
Checks and Payments - 38 items						
Check	01/10/2025	1151	City of Fountain Valley	X	-115,835.00 (1)	-115,835.00
Check	01/10/2025	1152	City of Westminster	X	-99,316.00 (1)	-215,151.00
Check	01/10/2025	1153	City of Stanton	X	-38,844.00 (1)	-253,995.00
Check	03/31/2025		City of Stanton	X	-1,233.60	-255,228.60
Paycheck	03/31/2025		David J Shawver	X	-182.30	-255,410.90
Paycheck	03/31/2025		John Warren	X	-182.30	-255,593.20
Paycheck	03/31/2025		Theodore D Bui	X	-182.30	-255,775.50
Paycheck	03/31/2025		Patrick Harper	X	-182.30	-255,957.80
Paycheck	03/31/2025		Mark Nguyen	X	-182.30	-256,140.10
Bill Pmt -Check	04/01/2025	eft	VMI, Inc.	X	-6,096.15	-262,236.25
Bill Pmt -Check	04/03/2025	eft	VMI, Inc.	X	-6,068.25	-268,304.50
Bill Pmt -Check	04/04/2025	eft	VMI, Inc.	X	-6,068.25	-274,372.75
Bill Pmt -Check	04/04/2025	eft	San Diego Compute...	X	-2,460.00	-276,832.75
Bill Pmt -Check	04/04/2025	eft	Books & Balances OC	X	-580.00	-277,412.75
Bill Pmt -Check	04/04/2025	eft	San Diego Compute...	X	-460.00	-277,872.75
Liability Check	04/04/2025	E-pay	Employment Develo...	X	-62.00	-277,934.75
Liability Check	04/04/2025	E-pay	Employment Develo...	X	-12.00	-277,946.75
Bill Pmt -Check	04/09/2025	eft	Old Red Eye Produc...	X	-1,268.04	-279,214.79
Bill Pmt -Check	04/09/2025	eft	JR Videography Ser...	X	-940.00	-280,154.79
Bill Pmt -Check	04/09/2025	eft	Brown, Gavin	X	-940.00	-281,094.79
Bill Pmt -Check	04/09/2025	eft	Starn, Valerie	X	-700.00	-281,794.79
Bill Pmt -Check	04/09/2025	eft	Deans, Tyler	X	-480.00	-282,274.79
Bill Pmt -Check	04/09/2025	eft	Vidiflo, LLC	X	-413.56	-282,688.35
Bill Pmt -Check	04/09/2025	eft	Ross, Glenn	X	-400.00	-283,088.35
Bill Pmt -Check	04/09/2025	eft	Best, Best and Krieg...	X	-72.00	-283,160.35
Check	04/15/2025	1154	City of Fountain Valley	X	-115,835.00	-398,995.35
Check	04/15/2025	1156	City of Stanton	X	-38,844.00	-437,839.35
Bill Pmt -Check	04/18/2025	eft	Vidiflo, LLC	X	-3,174.19	-441,013.54
Bill Pmt -Check	04/18/2025	eft	Old Red Eye Produc...	X	-1,249.24	-442,262.78
Bill Pmt -Check	04/18/2025	eft	Brown, Gavin	X	-960.00	-443,222.78
Bill Pmt -Check	04/18/2025	eft	Allred, Jennifer	X	-850.00	-444,072.78
Bill Pmt -Check	04/18/2025	eft	Ross, Glenn	X	-820.00	-444,892.78
Bill Pmt -Check	04/23/2025	eft	City of Stanton	X	-8,846.48	-453,739.26
Bill Pmt -Check	04/24/2025	EFT	Time Warner	X	-1,503.34	-455,242.60
Bill Pmt -Check	04/24/2025	eft	Time Warner	X	-171.16	-455,413.76
Paycheck	04/30/2025	EFT C...	John Warren	X	-91.15	-455,504.91
Paycheck	04/30/2025	EFT C...	Patrick Harper	X	-91.15	-455,596.06
Paycheck	04/30/2025	EFT C...	Mark Nguyen	X	-91.15	-455,687.21
Total Checks and Payments					-455,687.21	-455,687.21
Deposits and Credits - 2 items						
General Journal	04/15/2025	VoidCk		X	253,995.00 (1)	253,995.00
Deposit	04/25/2025			X	5,148.15	259,143.15
Total Deposits and Credits					259,143.15	259,143.15
Total Cleared Transactions					-196,544.06	-196,544.06
Cleared Balance					-196,544.06	635,366.01
Uncleared Transactions						
Checks and Payments - 3 items						
Liability Check	04/04/2025	E-pay	Internal Revenue Se...		-153.00	-153.00
Check	04/15/2025	1155	City of Westminster		-99,316.00	-99,469.00
Bill Pmt -Check	04/15/2025	1157	JPW Communications		-11,201.25	-110,670.25
Total Checks and Payments					-110,670.25	-110,670.25
Total Uncleared Transactions					-110,670.25	-110,670.25
Register Balance as of 04/30/2025					-307,214.31	524,695.76
Ending Balance					-307,214.31	524,695.76

(1) CKS 1151-1153 VOIDED
+ CLEARED VIA JOURNAL ENTRY
REISSUED 1154-1156



**CITIZENS
BUSINESS BANK**

A Financial Services Company

PO Box 3938, Ontario, CA 91761

PUBLIC CABLE TELEVISION AUTH
10350 FERN AVE
STANTON CA 90680-1744

Statement Ending 04/30/2025

PUBLIC CABLE TELEVISION AUTH

Page 1 of 4

Account Number 256

Managing Your Accounts

	Phone Number	888.222.5432
	Website	cbbank.com
	Email	customersupport@cbbank.com

IMPORTANT DISCLOSURE INFORMATION AND AGREEMENT UPDATE INFORMATION

We have recently updated our Disclosure Information and Agreement to address the receipt of Instant Payments through the Real-Time Payments® and FedNow® networks. Please see the Addendum included at the end of this statement for more information.

Summary of Accounts

Account Type	Account Number	Ending Balance
ANALYZED BUSINESS PLAN GOVERNMENT SRVCS	56	\$635,274.86

ANALYZED BUSINESS PLAN GOVERNMENT SRVCS - 301100256

Account Summary

Date	Description	Amount
04/01/2025	Beginning Balance	\$831,910.07
	2 Credit(s) This Period	\$5,330.45
	30 Debit(s) This Period	\$201,965.66
04/30/2025	Ending Balance	\$635,274.86

Electronic Credits

Date	Description	Amount
04/25/2025	EFT PYMT AP MANAGEMENT TXP* 954511940* DIRECTV, LLC * T* T* 00005148	\$5,148.15
		1 item(s) totaling \$5,148.15

Other Credits

Date	Description	Amount
04/02/2025	ACH Return (No Account/Unable to Locate) Shawver	\$182.30
		1 item(s) totaling \$182.30

Electronic Debits

Date	Description	Amount
04/01/2025	ACH Single Public Cable Tel VMI - Westminster	\$6,096.15
04/01/2025	Public Cable Tel ACH Single XXXXXX1989	\$1,233.60
04/01/2025	Public Cable Tel ACH Paymen XXXXXX1989	\$911.50
04/03/2025	ACH Single Public Cable Tel VMI - FV	\$6,068.25
04/04/2025	ACH Single Public Cable Tel VMI Stanton	\$6,068.25
04/04/2025	ACH Single Public Cable Tel SDCC C11119	\$2,460.00

OUTSTANDING CHECKS		INSTRUCTIONS
		<p style="text-align: center;">PLEASE EXAMINE THIS STATEMENT AT ONCE AND IMMEDIATELY NOTIFY THE BANK OF ANY ERRORS.</p> <p style="text-align: center;">ALL ITEMS CREDITED ARE SUBJECT TO FINAL PAYMENT.</p>
		<ol style="list-style-type: none"> 1. Compare each paid check with your check stub or register and mark as paid. 2. Bank balance shown on front of your statement..... 3. Compare any deposits shown on statement, including bank originated credits, with those entered in your check register. Add any not shown on statement..... 4. Subtotal..... 5. Subtract total of outstanding checks..... 6. Account Balance..... 7. Your check book balance..... 8. Subtract any bank charges including monthly service charge or transfers you have authorized and have been deducted on this statement..... 9. Adjusted check book balance.....
		<p><i>* Denotes a point at which one or more check serial numbers are unaccounted for this statement period. It may indicate outstanding checks or checks shown on previous statements.</i></p>
TOTAL		
STATEMENTS AND IMAGES		
<p>Your account statement will include the following information with respect to each check paid against your account during the statement cycle: (1) the check number (2) the amount of the check; and (3) the date of the payment. Copies of checks can be requested by calling customer service at (888) 222-5432. Please refer to our Bank Product and Service Information for applicable fees under Research Requests.</p>		
THE FOLLOWING NOTICE CONCERNING ELECTRONIC TRANSFER APPLIES IF YOUR ACCOUNT IS MAINTAINED FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.		
<p>IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS CONTACT US AT:</p> <p style="text-align: center;">Telephone: (888) 222-5432 or write us at: Citizens Business Bank P O Box 51000, Ontario, CA 91761</p>		
<p>Contact us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or a receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. If you have a question concerning your statement, please be prepared to:</p> <ol style="list-style-type: none"> 1. Provide your name and account number (if any). 2. Provide the dollar amount of the suspected error. 3. Describe the error or the transfer you are unsure about and clearly explain why you believe it is an error or why you need more information. <p>We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation</p>		

ANALYZED BUSINESS PLAN GOVERNMENT SRVCS -

56

(continued)

Electronic Debits (continued)

Date	Description	Amount
04/04/2025	ACH Single Public Cable Tel BNB 1062 1063	\$580.00
04/04/2025	ACH Single Public Cable Tel SDCC C11289	\$460.00
04/04/2025	EMPLOYMENT DEVEL EDD EFTPMT XXXXXX0592	\$62.00
04/04/2025	EMPLOYMENT DEVEL EDD EFTPMT XXXXX6192	\$12.00
04/09/2025	ACH Single Public Cable Tel Hitt 2025007	\$1,268.04
04/09/2025	ACH Single Public Cable Tel Brown 54	\$940.00
04/09/2025	ACH Single Public Cable Tel JR 25	\$940.00
04/09/2025	ACH Single Public Cable Tel Starn 114	\$700.00
04/09/2025	ACH Single Public Cable Tel Deans 81	\$480.00
04/09/2025	ACH Single Public Cable Tel Vidiflo I25032701	\$413.56
04/09/2025	ACH Single Public Cable Tel Ross 120	\$400.00
04/09/2025	ACH Single Public Cable Tel BBK 1024445	\$72.00
04/18/2025	ACH Single Public Cable Tel Vidiflo I25041001	\$3,174.19
04/18/2025	ACH Single Public Cable Tel Hitt 2025008	\$1,249.24
04/18/2025	ACH Single Public Cable Tel Brown 55	\$960.00
04/18/2025	ACH Single Public Cable Tel Allred 171	\$850.00
04/18/2025	ACH Single Public Cable Tel Ross 121	\$820.00
04/23/2025	ACH Single Public Cable Tel COS 524	\$8,846.48
04/24/2025	SPECTRUM SPECTRUM 6899285	\$1,503.34
04/24/2025	SPECTRUM SPECTRUM 6899061	\$171.16
04/30/2025	Public Cable Tel ACH Paymen XXXXXX1989	\$364.60
04/30/2025	ACH Single Public Cable Tel resubmit Warren previously returned on 4/2/25	\$182.30
		28 item(s) totaling \$47,286.66

Checks Cleared

Check Nbr	Date	Amount	Check Nbr	Date	Amount
1154	04/24/2025	\$115,835.00	1156*	04/18/2025	\$38,844.00
					2 item(s) totaling \$154,679.00

* Indicates skipped check number

Daily Balances

Date	Amount	Date	Amount	Date	Amount
04/01/2025	\$823,668.82	04/09/2025	\$802,927.02	04/25/2025	\$635,821.76
04/02/2025	\$823,851.12	04/18/2025	\$757,029.59	04/30/2025	\$635,274.86
04/03/2025	\$817,782.87	04/23/2025	\$748,183.11		
04/04/2025	\$808,140.62	04/24/2025	\$630,673.61		

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Citizens Business Bank is excited to announce that you will soon be able to receive Instant Payments sent to you through the Real-Time Payments® and FedNow® payments networks. Please review the following Addendum, which applies to the receipt of Instant Payments. If you have questions about this Addendum, please contact your Business Financial Center or our Customer Service Line at 888.228.2265.

ADDENDUM TO DISCLOSURE INFORMATION AND AGREEMENT

Terminology

In this Agreement, the words “you” and “your” refer to the owners and authorized signers of an account; “we,” “us,” and “our” refer to Citizens Business Bank and its successors and assigns; “Indemnified Parties” refers to our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors.

This Addendum supplements the most current Disclosure Information and Agreement and addresses the receipt of Instant Payments.

We authorize you to receive payments through the Real-Time Payments® and FedNow® networks, which are electronic payment systems that allow funds sent to you to be received instantly (“Instant Payments”). Instant Payments may be initiated, cleared, and settled within seconds, at any time of the day or week, including holidays and weekends. Currently, you may only receive Instant Payments. Our Instant Payments system does not allow you to send Instant Payments or request an Instant Payment from another account. For those Instant Payments sent to you, please note the following important points:

- a. You are not obligated to accept any Instant Payment sent to you.
- b. If you wish to reject an Instant Payment sent to your account, please contact your Business Financial Center immediately or call our Customer Service Line at 888.228.2265 for assistance.
- c. If a sender requests the return of an Instant Payment sent to you, we will contact you before taking action.
- d. Instant Payments will be credited to your account and immediately available for withdrawal 24 hours per day, 7 days per week, including holidays and weekends.
- e. If an Instant Payment sent to you fails, we will not notify you. It is your sole responsibility to contact the sender to follow up on the failed transfer.
- f. You acknowledge that you shall not receive any of the following types of Instant Payments:
 - i. Payments that violate or appear to violate any local, state, or federal law or regulation, including all regulations of the Office of Foreign Assets Control; and,
 - ii. Payments that violate any law, including, but not limited to (a) any “racketeering activity” as defined in 18 U.S.C. § 1961, or (b) any gambling, gaming, betting, or similar activity or transaction.

You agree to indemnify, defend, and hold us and the Indemnified Parties harmless from and against any and all third-party claims, actions, proceedings, liabilities, damages, losses, expenses, and costs (including but not limited to reasonable attorneys’ fees and costs) arising from or related to: (a) your receipt of any Instant Payment; (b) any negligent or willful act or omission of any third party, including, but not limited to, other financial institutions or other account signers, owners, or users, in regard to any Instant Payment; or (c) any breach of your obligations under this Addendum, the Disclosure Information and Agreement, or applicable law in connection with any Instant Payment.

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California State Treasurer *Fiona Ma, CPA*



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

May 06, 2025

[LAIF Home](#)
[PMIA Average Monthly Yields](#)

PUBLIC CABLE TELEVISION AUTHORITY

TREASURER
10200 SLATER AVENUE
FOUNTAIN VALLEY, CA 92708

[Tran Type Definitions](#)

Account Number: 03

April 2025 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
4/15/2025	4/14/2025	QRD	1770663	N/A	SYSTEM	12,934.88

Account Summary

Total Deposit:	12,934.88	Beginning Balance:	1,067,276.67
Total Withdrawal:	0.00	Ending Balance:	1,080,211.55

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;

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.

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)

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: _____

Its: _____

Date: _____

ATTEST:

By: _____

CITY OF STANTON

By: _____

Its: _____

Date: _____

ATTEST:

By: _____

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: _____

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: Eric 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: _____