

1       **SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF CLEARLAKE, CITY OF**  
2               **LAKEPORT AND COUNTY OF LAKE FOR OPERATION OF A LOCAL PUBLIC,**  
3               **EDUCATIONAL, GOVERNMENTAL (PEG) CABLE TELEVISION CHANNEL**

4               THIS AMENDMENT is entered into this 26<sup>th</sup> day of June, 2018, by and between the  
5       City of Clearlake, City of Lakeport and County of Lake, for operation of a local public, educational,  
6       governmental cable television channel, hereinafter referred to as Lake County PEG TV.

7                               **WITNESSETH**

8       **WHEREAS**, in 2015, the City of Clearlake, City of Lakeport and County of Lake entered into a written  
9       Agreement for the operation, maintenance and funding of the PEG Channel in the best interest of the  
10      citizens of Lake County, with said Agreement to expire June 30, 2018; and

11      **WHEREAS**, all parties wish to continue their participation through at least June 30, 2019; and

12      **WHEREAS**, completion of a new Agreement is not feasible prior to expiration of the current Agreement.

13      **NOW, THEREFORE**, the parties hereto agree as follows:

- 14           1. That Section 7. of the original agreement is hereby amended as follows:

15               This Agreement shall begin on the date of execution by all parties to this Agreement and shall  
16               continue in full force and effect until June 30, 2019 unless terminated as hereinafter provided.

17               By March 1, 2019, the City Managers of each City and the County Administrative Officer shall  
18               meet to discuss the extension of this Agreement.

19      Except as specifically modified herein, all other terms and conditions of the November 17, 2015  
20      Agreement shall remain in full force and effect.

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1 **SECOND AMENDMENT, PEG**

2 IN WITNESS WHEREOF, the parties have executed this Amendment by their proper officers.

3  
4 **COUNTY OF LAKE**

5  
6  
7  
8   6/26/18  
9 Chair, Board of Supervisors Date executed

10 **ATTEST: CAROL J. HUCHINGSON**  
11 Clerk to the Board of Supervisors

APPROVED AS TO FORM:  
**ANITA L. GRANT**  
County Counsel

12  
13  
14 By:    
15

16 **CITY OF CLEARLAKE**

17  
18  
19 \_\_\_\_\_  
20 Mayor, City of Clearlake

\_\_\_\_\_  
Date executed

21  
22 **ATTEST: City Clerk**

APPROVED AS TO FORM:  
**RYAN JONES**  
City of Clearlake, Attorney

23  
24  
25  
26 By: \_\_\_\_\_

\_\_\_\_\_  
Date executed

27 ///

28 ///

29 ///

30 ///

SECOND AMENDMENT, PEG

IN WITNESS WHEREOF, the parties have executed this Amendment by their proper officers.

COUNTY OF LAKE

Chair, Board of Supervisors

Date executed

ATTEST: CAROL J. HUCHINGSON

APPROVED AS TO FORM:

Clerk to the Board of Supervisors

ANITA L. GRANT

County Counsel

By: \_\_\_\_\_

CITY OF CLEARLAKE

Mayor, City of Clearlake

Date executed

ATTEST: City Clerk

APPROVED AS TO FORM:

RYAN JONES

City of Clearlake, Attorney

By: Melisa Swanson

Ryan Jones

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SECOND AMENDMENT, PEG

CITY OF LAKEPORT

  
\_\_\_\_\_  
Mayor, City of Lakeport

6/25/2018  
Date executed


ATTEST: City Clerk

APPROVED AS TO FORM:

DAVID RUDERMAN

City of Lakeport, Attorney

  
\_\_\_\_\_

  
\_\_\_\_\_  
7/17/18



Except as specifically modified herein, all other terms and conditions of the November 17, 2015 Agreement shall remain in full force and effect.

COUNTY OF LAKE

Rob Brown  
Chair, Board of Supervisors



March 22, 2016  
Date executed

ATTEST: MATT PERRY  
Clerk to the Board

APPROVED AS TO FORM:  
ANITA L. GRANT  
County Counsel

By: [Signature]

By: [Signature]

CITY OF CLEARLAKE

\_\_\_\_\_  
Mayor, City of Clearlake

\_\_\_\_\_  
Date executed

ATTEST: City Clerk

APPROVED AS TO FORM:  
City of Clearlake Attorney

By: \_\_\_\_\_

By: \_\_\_\_\_

CITY OF LAKEPORT

\_\_\_\_\_  
Mayor, City of Lakeport

\_\_\_\_\_  
Date Executed

ATTEST: City Clerk

APPROVED AS TO FORM:  
City of Lakeport Attorney

By: \_\_\_\_\_

By: \_\_\_\_\_

Except as specifically modified herein, all other terms and conditions of the November 17, 2015 Agreement shall remain in full force and effect.

COUNTY OF LAKE

Rob Brown  
Chair, Board of Supervisors



March 22, 2016  
Date executed

ATTEST: MATT PERRY  
Clerk to the Board

APPROVED AS TO FORM:  
ANITA L. GRANT  
County Counsel

By: [Signature]

By: [Signature]

CITY OF CLEARLAKE

[Signature]  
Mayor, City of Clearlake

3/24/16  
Date executed

ATTEST: City Clerk

APPROVED AS TO FORM:  
City of Clearlake Attorney

By: Melissa Swanson

By: \_\_\_\_\_

CITY OF LAKEPORT

\_\_\_\_\_  
Mayor, City of Lakeport

\_\_\_\_\_  
Date Executed

ATTEST: City Clerk

APPROVED AS TO FORM:  
City of Lakeport Attorney

By: \_\_\_\_\_

By: \_\_\_\_\_

Except as specifically modified herein, all other terms and conditions of the November 17, 2015 Agreement shall remain in full force and effect.

COUNTY OF LAKE

Rob Brown  
Chair, Board of Supervisors



March 22, 2016  
Date executed

ATTEST: MATT PERRY  
Clerk to the Board

APPROVED AS TO FORM:  
ANITA L. GRANT  
County Counsel

By: [Signature]

By: [Signature]

CITY OF CLEARLAKE

[Signature]  
Mayor, City of Clearlake

3/24/16  
Date executed

ATTEST: City Clerk

APPROVED AS TO FORM:  
City of Clearlake Attorney

By: Melina Swanson

By: [Signature]

CITY OF LAKEPORT

\_\_\_\_\_  
Mayor, City of Lakeport

\_\_\_\_\_  
Date Executed

ATTEST: City Clerk

APPROVED AS TO FORM:  
City of Lakeport Attorney

By: \_\_\_\_\_

By: \_\_\_\_\_



**AGREEMENT BETWEEN THE CITY OF CLEARLAKE, CITY OF LAKEPORT  
AND COUNTY OF LAKE RELATIVE TO OPERATION OF A LOCAL PUBLIC,  
EDUCATIONAL, GOVERNMENTAL (PEG) CABLE TELEVISION CHANNEL**

THIS AGREEMENT is entered into this 17th day of November, 2015, by and between the County of Lake, the City of Lakeport, and the City of Clearlake, for the operation of a local public, educational, governmental cable television channel, hereinafter referred to as the PEG Channel.

**RECITALS**

**WHEREAS**, the City of Clearlake initially operated a local PEG Channel through its franchise agreement with Mediacom and representatives of the County of Lake and City of Lakeport participated with representatives of the City of Clearlake as members of an advisory committee established by the City of Clearlake to assist in administering and managing the PEG Channel; and

**WHEREAS**, in 2007, the County of Lake and the City of Clearlake entered into a written agreement through which they jointly assumed formal responsibility for the operation, maintenance and funding of this PEG Channel in the best interest of the citizens of Lake County; and

**WHEREAS**, the City of Lakeport now also wishes to formally participate with the City of Clearlake and the County of Lake in the operation, maintenance and funding of the PEG Channel and it is appropriate that all three entities enter into a written agreement for that purpose.

**NOW, THEREFORE, IT IS UNDERSTOOD AND AGREED** by the parties hereto as follows:

**ESTABLISHMENT, MEMBERSHIP, AND TERM OF OFFICE OF THE BOARD  
OF DIRECTORS OF PEG T V**

1. The County of Lake, City of Lakeport and City of Clearlake agree to jointly administer and manage the PEG Channel, which shall henceforth be known as and publicly identified as the Lake County PEG Channel.
2. General supervision of the PEG Channel shall be under the control of a Board of PEG Channel Directors, three of whom shall be appointed by the governing boards of the respective governmental entities, to wit: a board of five (5) Directors, one (1) of whom shall be appointed by the Board of Supervisors; one (1) of whom shall be appointed by the City Council of the City of Clearlake; one (1) of whom shall be appointed by the City Council of the City of Lakeport; and

two (2) members of the general public appointed by majority vote of the three Directors appointed by the parties to this Agreement.

3. The term of the three board members appointed by the two cities and the County shall expire on the first Monday in February of every even-numbered year and the term of the other two board members shall expire on the first Monday in February of every odd-numbered year. Upon expiration, board members may apply for reappointment. Each member shall serve until his or her successor is duly appointed and qualified.

#### **DUTIES AND POWERS OF THE BOARD OF PEG CHANNEL DIRECTORS**

4. The Board of Directors so established shall be responsible for:
  - a. Prescribing all rules and regulations for the operation and management of the PEG channel, including adoption of community programming policies;
  - b. Providing general supervision of the PEG TV Manager who shall have responsibility for the day- to -day management and operation of the channel, which shall include reviewing and authorizing the expenditure of funding provided pursuant to Section 6, below, submitting to each agency by March 1<sup>st</sup> of each year: a *capital budget* for the next fiscal year, which shall be funded by the 1% fee collected pursuant to Section 5870(n) of the Public Utilities Code, and a separate *operating budget*, which shall be funded by all other unrestricted funds; and submitting to each agency by December 1 of each year fiscal records, as described in Section 6 below, detailing the expenditure of monies in the capital budget and the operating budget for the preceding fiscal year;
  - c. Seeking underwriting income for operation of the channel;
  - d. Reporting at least annually to the governing bodies of their respective political entities on the status of the above;
  - e. Reporting regularly to their respective governing bodies as each shall require upon the uses and needs of the PEG Channel in order to provide maximum public benefit and use of the Channel;
  - f. Recommending any modifications of this Agreement as may be deemed appropriate; and
  - g. Upon any pending termination of this Agreement, the Board of Directors shall recommend the manner of disposition of the property and

improvements purchased with funding provided through this Agreement.

### **LEAD AGENCY**

5. It is agreed by all parties to this Agreement that the City of Clearlake shall continue to be the lead agency in administering the PEG Channel. Any employees or contractors hired to work on operation of the PEG Channel working under the direction of the PEG Channel Board of Directors shall be employees or contractors of the City of Clearlake, unless by mutual written Agreement of all parties to this Agreement, the City of Lakeport or County of Lake are designated at a future date as the lead agency

### **FISCAL OBLIGATIONS**

6.
  - a. Operating Budget. This Agreement is made and entered into in contemplation of the County of Lake, City of Clearlake and City of Lakeport allocating funds in each fiscal year throughout the term of this Agreement for operation of the PEG Channel in the following amounts: the County of Lake (\$15,000); City of Clearlake (\$8,000) and the City of Lakeport (\$2,000). The amount from the City of Clearlake may be provided in-kind by providing staffing, facilities, insurance, and other operating expenses. As stated in Section 4(b) above, an *operating budget* shall be prepared and submitted to each governing body by March 1<sup>st</sup> of each year, for the following fiscal year. Upon receipt of said monies, the City of Clearlake shall deposit them in a special agency fund established by the Finance Director of the City of Clearlake and shall be used exclusively for payment of expenses incurred in operating the PEG Channel as authorized by the Board of Directors.
  - b. Capital Budget. It is further understood and agreed that the Lake County Board of Supervisors, the Clearlake City Council and the Lakeport City Council have implemented that portion of Section 5870(n) of the Public Utilities Code which enables each of their respective governmental entities to impose an additional franchise fee specifically and exclusively for purposes of funding to support PEG channel facilities consistent federal law. It is understood that all revenues generated from said additional fee are remitted to each respective local government by Mediacom. The County of Lake, City of Clearlake and City of Lakeport shall remit such revenues to the City of Clearlake to deposit into a special agency fund for the capital budget to be utilized exclusively for legally allowable expenses incurred by the PEG channel. The *capital budget* (as mentioned in Section 4. b above) shall show the planned expenditures to be funded by said 1% fee. Revenues not spent in the current fiscal year may be retained in

the special agency fund for legally allowable expenses as may arise in future fiscal years.

c. Fiscal Records. As the Lead Agency, the City of Clearlake shall prepare and maintain accounting records and adopt fiscal policies and practices that are in compliance with standard governmental accounting practices. All records and documentation detailing how funds provided under this Agreement are expended shall be maintained by the City of Clearlake for at least three (3) years after final expenditure of funds. Said records and documentation shall be made available to the governing body of each participating agency upon request

d. Non-appropriation. In the event any party to this Agreement does not appropriate the amount specified in Section 6.a in their annual budget, said party shall have the right to withhold the amount without incurring any damages or penalties. If such funding is not provided in one fiscal year, the governing body of the party withholding said monies shall consider providing that amount in the next fiscal year in addition to the monies provided for the current year.

### **TERM**

7. This Agreement shall begin on the date of execution by all parties to this Agreement and shall continue in full force and effect until June 30, 2018 unless terminated as hereinafter provided. By March 1, 2018, the City Managers of each City and the County Administrative Officer shall meet to discuss the extension of this Agreement for another three year period.

### **DUE PERFORMANCE - DEFAULT**

8. Each party to this Agreement undertakes the obligation that the others' expectation of receiving the performance due under the terms of this Agreement will not be impaired. Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the other parties. If the party in default does not cure the default within 30 days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure shall be in writing executed by all parties to this Agreement and must specify the reason(s) for the extension and the date the extension of time to cure expires.

Notice given under this provision shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable time period. No such notice shall be deemed a termination of this Agreement, unless the party giving



notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

### **TERMINATION**

9. Any party to this Agreement may withdraw from the Agreement by submitting a letter of withdrawal to the Board of Directors no later than May 1<sup>st</sup> of each year, to become effective on June 30<sup>th</sup>.

### **INSURANCE**

10. **Compensation Insurance.** As the Lead Agency, the City of Clearlake shall procure and maintain, at its own expense during the term hereof, Workers' Compensation Insurance and Employer's Liability Insurance as required by the State of California, for all employees to be engaged in work under this Agreement. In any case such work is contracted, contractors shall be required similarly to provide Employers' Liability Insurance and Workers' Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by Contractor's Workers' Compensation Insurance and Employer's Liability Insurance. Employer's Liability Insurance shall be in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.
11. **Commercial General Liability.** As the Lead Agency, the City of Clearlake, shall procure and maintain, at its own expense during the term hereof, upon itself and its employees at all times during the course of this Agreement, Commercial General Liability Insurance (Occurrence Form CG0001) for bodily injury, personal injury, and broad form property damage, in an amount of not less than One Million dollars (\$1,000,000.00) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverages: Personal and advertising injury, Premises-operations, Products and completed operations, Blanket contractual, and Independent contractor's liability.
12. **Automobile Liability Insurance.** As the Lead Agency, the City of Clearlake, shall procure and maintain, at its own expense during the term hereof, Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased, and non-owned vehicles used in connection with fulfilling the terms of this Agreement in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit coverage per occurrence.

### **INDEMNIFICATION - HOLD HARMLESS**

13. Each party hereto (hereafter, "Indemnifying Party") shall indemnify, defend and hold harmless the other party, its officers, agents, employees and volunteers against any loss, cost, damage, expense, claim, suit, demand, or liability of any

kind or character, including but not limited to reasonable attorney fees, arising from or relating to any negligent or wrongful act or omission of the Indemnifying Party, its officers, agents or employees, which occurs in the performance of, or otherwise in connection with, this agreement, but only in proportion to and to the extent such loss, cost, damage, expense, claim, suit, demand, or liability of any kind or character, including reasonable attorney fees, is caused by or results from the negligent or wrongful act or omission of the Indemnifying Party, its officers, agents, or employees.

The obligations under this Section shall survive the termination of the Agreement.

### **WARRANTIES**

14. **Non-Discrimination in Employment.** In the performance of the work authorized under this Agreement, the parties to this Agreement shall not unlawfully discriminate against any qualified worker because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or age.
15. **Adherence to Applicable Disability Law.** The parties to this Agreement shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.), California Government Code Sections 12920 et seq., and all related state and local laws.
16. **HIPAA Compliance.** The parties to this Agreement will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will make their best efforts to preserve data integrity and the confidentiality of protected health information.
17. **Safe Responsibilities.** The parties to this Agreement will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. The parties to this Agreement agree that in the performance of work under this Agreement, they will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.

### **MODIFICATION**

18. This Agreement may only be modified by a written amendment thereto, executed by all parties.

### **ATTORNEYS FEES AND COSTS**

19. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

### **JURISDICTION AND VENUE**

20. This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California.

### **SEVERABILITY**

21. If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

### **NOTICES**

22. All notices that are required to be given by one party to the other party under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with the United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

County of Lake  
255 North Forbes St.  
Lakeport, CA 95453  
Attn: County Adm. Officer

City of Clearlake  
14050 Olympic Drive  
Clearlake, CA 95422  
Attn: City Manager

City of Lakeport  
225 Park Street  
Lakeport, CA 95453  
Attn: City Manager

### **ADDITIONAL PROVISIONS**


23. This Agreement shall be governed by the laws of the State of California. It constitutes the entire Agreement between the parties regarding its subject matter. This Agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Agreement.

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**Agreement Between the City of Clearlake, City of Lakeport and County of Lake  
Relative to Operation of a PEG Cable Television Channel, dated 11-17-1 2015**

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers.

COUNTY OF LAKE

  
\_\_\_\_\_  
Chair, Board of Supervisors



11-17-2015  
\_\_\_\_\_  
Date Executed

ATTEST: Matt Perry  
Clerk of the Board  
of Supervisors

APPROVED AS TO FORM:  
ANITA L. GRANT  
County Counsel

By:   
\_\_\_\_\_

By:   
\_\_\_\_\_

CITY OF CLEARLAKE

\_\_\_\_\_  
Mayor, City of Clearlake

\_\_\_\_\_  
Date Executed

ATTEST: City Clerk

APPROVED AS TO FORM:  
City of Clearlake Attorney

By: \_\_\_\_\_

CITY OF LAKEPORT

\_\_\_\_\_  
Mayor, City of Lakeport

\_\_\_\_\_  
Date Executed

ATTEST: City Clerk

APPROVED AS TO FORM:  
City of Lakeport Attorney

By: \_\_\_\_\_



Clerk of the Board  
of Supervisors

ANITA L. GRANT  
County Counsel

By: \_\_\_\_\_

By: \_\_\_\_\_

CITY OF CLEARLAKE


\_\_\_\_\_  
Mayor, City of Clearlake

APPROVED AS TO FORM  
City of Clearlake Attorney

ATTEST: City Clerk

By: \_\_\_\_\_

CITY OF LAKEPORT

  
\_\_\_\_\_  
Mayor, City of Lakeport

APPROVED AS TO FORM  
City of Lakeport Attorney

ATTEST: City Clerk

By:  1/5/16



Agreement Between the City of Clearlake, City of Lakeport and County of Lake  
Relative to Operation of a PEG Cable Television Channel, dated \_\_\_\_\_ 2015

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper  
officers.

COUNTY OF LAKE

Chair, Board of Supervisors

Date Executed


ATTEST: Matt Perry  
Clerk of the Board  
of Supervisors

APPROVED AS TO FORM:  
ANITA L. GRANT  
County Counsel

By: \_\_\_\_\_

By: \_\_\_\_\_

CITY OF CLEARLAKE

  
Mayor, City of Clearlake

10/30/15  
Date Executed

ATTEST: City Clerk

APPROVED AS TO FORM:  
City of Clearlake Attorney



By: \_\_\_\_\_

CITY OF LAKEPORT

\_\_\_\_\_  
Mayor, City of Lakeport

\_\_\_\_\_  
Date Executed

ATTEST: City Clerk

APPROVED AS TO FORM:  
City of Lakeport Attorney

By: \_\_\_\_\_