

**AGREEMENT BETWEEN THE CITY OF PALO ALTO  
AND MIDPENINSULA COMMUNITY MEDIA CENTER FOR  
CONTRIBUTION OF FUNDS MATCHING CABLE JPA PEG FEES ALLOCATED  
TO COUNCIL CHAMBERS UPGRADE PROJECT**

This Agreement (“Agreement”) is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2020 (“Effective Date”), by and between Midpeninsula Community Media Center (“Midpen Media”), and the City of Palo Alto, a California chartered municipal corporation (“CITY”).

**RECITALS**

WHEREAS, under the Amended and Restated Joint Exercise of Powers Agreement, dated June 9, 2009, and as hereinafter may be amended (“JPA Agreement”), by and between the Cities of Palo Alto, East Palo Alto and Menlo Park, the Town of Atherton and the Counties of San Mateo and Santa Clara (collectively, “Joint Powers” or “JPA”), the City of Palo Alto (“CITY”) is both an individual JPA member and the entity authorized, on behalf of the JPA members, to administer and enforce the State Franchises awarded to Comcast and AT&T (“Franchises”) to provide cable and video services within the Franchise Area; and

WHEREAS, under state and federal law, the Franchises provide funding equivalent to \$0.88 per subscriber in the Franchise Area to the JPA members to support the operation of the public, educational and government (“PEG”) channels provided for by the Franchises (“PEG Fee”). Under the JPA Agreement, CITY collects and oversees expenditures of the PEG Fees on behalf of the JPA members; and

WHEREAS, the JPA designated the Midpeninsula Community Media Center (“Midpen Media”) to operate and administer the PEG channels, and CITY oversees Midpen Media’s PEG operations on behalf of the JPA members through a contract between CITY and Midpen Media. Pursuant to the JPA Agreement, CPA has been collecting and remitting all PEG Fees to Midpen Media for support of the PEG facilities and channels; and

WHEREAS, under federal law, PEG Fees may only be used for capital costs associated with PEG access facilities and equipment. Since 2016, the PEG Fee revenue has been placed in a restricted account managed by Midpen Media (the “PEG Fee Account”). These funds have been accumulating and currently amount to \$1,065,701 as of November 7, 2019; and

WHEREAS, the JPA members desire to maintain Midpen Media as the PEG access-provider for the Franchise Area. Midpen Media needs funding in order to continue providing PEG access facilities, programming and services. Midpen Media does not have sufficient capital needs at this time eligible for use of the PEG Fees. However, some of the individual JPA members, including CITY, do have capital projects planned that will be eligible for PEG Fee expenditure because they will entail updating and improving their individual capital facilities and equipment related to producing and cablecasting council

and other public meetings on PEG channels. In order to make PEG Fees available for individual JPA members' PEG capital projects, to provide Midpen Media with continued funding to operate and administer the PEG access facilities, equipment and channels, and to comply with federal requirements related to PEG Fees, the JPA members have agreed to utilize the PEG Fees and to contribute other funds to Midpen Media's operations, in accordance with the Memorandum of Understanding ("MOU") dated \_\_\_\_\_, between and amongst the members of the Amended and Restated Joint Powers Agreement; and

WHEREAS, pursuant to the MOU, which outlines the process for utilizing PEG Fees, JPA members may use PEG Fees for their individual capital projects which qualify as PEG-eligible, and, in return, will contribute the same amount of money to Media Center to support PEG programming; and

WHEREAS, CITY is authorized to and will receive \$511,536 in PEG Fees for the Council Chambers Upgrade Project, and in exchange for the use of PEG Fees, consistent with the MOU, grants an equivalent sum in advance in CITY funds to Midpen Media through this Agreement.

### **AGREEMENT**

1. Term. The term of this Agreement is from the Effective Date through June 30, 2020.

2. Contribution to Midpen Media. In return for its use of PEG Fees, CITY shall contribute a like sum, or \$511,536 ("Member Contribution") to Midpen Media. The source of funding for the Member Contribution shall be in CITY's sole discretion but shall be unrestricted funds, and Midpen Media may use the Member Contribution in any manner that supports PEG programming.

3. Timing of Contribution. CITY shall provide the Member Contribution to Midpen Media within thirty (30) days of the Effective Date.

4. Remittance of PEG Fees to CITY. Within forty-five (45) days of receipt of the Member Contribution, Midpen Media shall remit \$511,536 from the PEG Fee Account to CITY.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties by their duly appointed representatives have executed this Agreement as of the date written above.

**MIDPENINSULA COMMUNITY MEDIA CENTER:**

DocuSigned by:  
*Susan Purdy Pelosi*  
247E365D839A44D...  
Name: Susan Purdy Pelosi  
Title: President

**CITY OF PALO ALTO:**

DocuSigned by:  
*Ed Shikada*  
F2DCA19CCC8D4F9...  
Ed Shikada  
City Manager

**APPROVED AS TO FORM:**

DocuSigned by:  
*Sandra Lee*  
360689D557AF4E3...  
Assistant City Attorney