



March 7, 2013

**TO:** LOCSD Board of Directors

**FROM:** Margaret Falkner, Interim General Manager *M.F.*

**SUBJECT:** **Agenda Item 11J – 03/07/2013 Board Meeting**  
Approve the Agreement for San Luis Obispo County for PEG Grant Funding

**President**  
Leonard A. Moothart

**Vice President**  
Craig V. Baltimore

**Directors**  
Marshall E. Ochylski  
David S. Vogel  
R. Michael Wright

**Interim General Manager**  
Margaret Falkner

**District Accountant**  
Amparo Haber

**Fire Chief**  
Robert Lewin

**Battalion Chief**  
Phill Veneris

**DESCRIPTION:**

The District approved an agreement between the County of San Luis Obispo and the Los Osos CSD to secure \$30,000 in PEG Grant Funding.

**STAFF RECOMMENDATION:**

Staff recommends that the Board adopt the following motion:

***Motion: I move the District approve the contract for County PEG Grant Funding.***

**DISCUSSION:**

In 2002 the Board of Supervisors directed Staff to administer the disbursement of existing PEG trust funds equally between public, education and government.

The current channel 20 is operating on antiquated equipment. The Board of Supervisors directed staff to notify the Special Districts of the available funds and to build consensus on the use of the funds. The District has been requesting funding to update current Channel 20 equipment and now the County has been able to get an agreement approved by their legal counsel.

The District is asking for \$26,145 to enhance equipment for the Charter public access channel 20. This agreement provides a sum of \$30,000 to purchase equipment and install equipment within a 180-day period. Any excess funds will be returned to the County.

The District has to approve of this and the Board President sign the agreement and return to the County to be placed on one of their regular agendas in the near future.

County staff worked dilligently to get this agreement to this stage and District staff appreciate their efforts.

**FINANCIAL IMPACT**

There is no financial impact on the District at this time.

Attachment

**Mailing Address:**  
P.O. Box 6064  
Los Osos, CA 93412

**Offices:**  
2122 9<sup>th</sup> Street, Suite 102  
Los Osos, CA 93402

**Phone:** 805/528-9370  
**FAX:** 805/528-9377

**AGREEMENT FOR COUNTY PEG GRANT**  
**Los Osos Community Services District**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the County of San Luis Obispo, a body corporate and politic, hereinafter referred to as "County" and the Los Osos Community Service District, hereinafter referred to as "Grantee".

**WHEREAS**, on June 18, 2002, the Board of Supervisors directed staff to administer the disbursement of existing PEG Trust Funds (Funds) equally between public, education and government; and

**WHEREAS**, the Board directed that the government portion be distributed using the following criteria: 1) The Government Access portion of the PEG Trust Funds be allocated to the Special District(s) in the communities from which the funds were collected, 2) If a particular community has multiple Special Districts, then those districts must build a consensus on how to share or utilize the funds before the money is distributed, and 3) Where possible, partnerships with the educational community and public access should be developed for joint benefit; and

**WHEREAS**, the County notified all the Special Districts of the available Funds and directed the Districts, when applicable, to build consensus on the use of the Funds; and

**WHEREAS**, the Grantee requested to the County an estimated \$26,144.80 for equipment that will enhance the PEG channel in Los Osos.

**NOW, THEREFORE**, it is mutually agreed between the parties hereto, as follows:

1. County agrees to distribute, as a grant of County PEG Trust Funds, the sum of \$30,000 to Grantee, located at 2122 9<sup>th</sup> Street, Suite 102, Los Osos, CA 93402. (Said sum of \$30,000 shall also hereafter be referred to herein as the "Funds")

2. Grantee agrees that it shall only use said Funds to cover costs incurred in or associated with the construction of PEG access facilities or PEG access equipment in a manner consistent with 47 USC §542(g)(2)(C). Any excess Funds not used within one hundred and eighty (180) days will be returned to County. In lieu of returning excess Funds, Grantee may request to use excess Funds on eligible uses, and do so if approved by the Director of Public Works or his designee.

3. Grantee agrees that it shall not use any portion of the Funds in a manner inconsistent with any applicable law, including any applicable rules or regulations of the Federal Communications Commission, the state of California or the County of San Luis Obispo and shall solely use the Funds for the purchase and installation of capital equipment which assists in providing government cable TV access to county residents.

4. Grantee agrees that the Funds are not intended to supplant existing funding sources and acknowledges that the Funds should not be viewed as on-going or yearly source of funding.

5. Grantee agrees to allow the County Administrative Officer, or their agent, to inspect and audit all records pertaining in any way to this grant, including, but not limited to, Grantee's use of the Funds granted herewith. The costs of any such inspection or audit shall be equally shared by the County and Grantee.

6. Neither the County nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by Grantee under or in connection with this Agreement.

7. Grantee shall fully defend, indemnify and save harmless County and all its officers and employees from all claims, suits or actions relating to anything done or omitted to be done by Grantee under or in connection with this Agreement. This paragraph applies to claims, suits or actions of every name, kind and type, including but

not limited to any claims, suits or actions alleging a breach of contract, violation of law, or any other theory of recovery.

8. Grantee agrees, that in the event the Grantee discontinues PEG channel broadcasting for any reason, the purchased equipment shall be returned to the County.

**IN WITNESS WHEREOF** the parties have executed this Agreement as of the day and year first above written.

COUNTY OF SAN LUIS OBISPO

\_\_\_\_\_  
Chairperson of the Board of Supervisors  
County of San Luis Obispo  
State of California

ATTEST:

County Clerk and Ex-Officio Clerk  
of the Board of Supervisors,  
County of San Luis Obispo,  
State of California

APPROVED AS TO FORM AND LEGAL EFFECT:  
RITA NEAL, County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

Grantee: Los Osos Community Services  
District

Dated: \_\_\_\_\_

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

Dated: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_