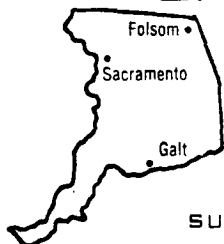


SACRAMENTO METROPOLITAN



Cable
 Television
 Commission

SUITE 2500, 700 'H' ST., SACRAMENTO, CA 95814 • (916) 440-6661

BILL BRYAN
 SUPERVISOR, 4TH DISTRICT
 CHAIRMAN

August 12, 1983

FOR CABLE COMMISSION AGENDA OF:
AUGUST 17, 1983

To: Sacramento Metropolitan Cable Television Commission

From: Bill Bryan, Chairman

Subject: LEGAL SERVICE AGREEMENTS

Attached for your approval are two agreements for legal services to assist in the rebidding process as well as the ongoing monitoring of the franchise document.

The first is a contract with Mr. Stephen J. M. Robbins to assist this Commission and the Executive Director in the ongoing monitoring and administration of the franchise after award. In addition, it authorizes the services of Mr. Robbins on an as-needed basis during the rebidding process to assist in the transition of attorneys.

The second is an agreement for the services of Brenton A. Bleier, Special Counsel to the Commission, during the bidding period of the franchise. Mr. Bleier will perform those services required by the Executive Director to adequately evaluate legal aspects of the various bids submitted.

The total amount budgeted for fiscal 1983/84 for such legal services is \$90,000. Of that amount, Mr. Bleier's contract of \$52,875 (combined with previous expenditures through August 1 of \$7,134); plus \$2,347 for special legal assistance with Gaston Snow & Ely Bartlett on antitrust aspects of the proposed consortium, and Mr. Robbins' initial agreement for a minimum of \$25,625, makes a total of \$87,981 obligated for this fiscal year. The balance of slightly over \$2,000 will be held in reserve.

It is, therefore, my recommendation that you authorize the Chairman to execute the two agreements for legal services as authorized in this report.

Bill Bryan

BILL BRYAN, Chairman
 Sacramento Metropolitan Cable
 Television Commission

WB:ab

Attachments

(catv041)

RESOLUTION NO. _____

BE IT RESOLVED AND ORDERED that the Chairperson of the Board of Directors
be and he is hereby authorized and directed to execute an AGREEMENT
_____ in the form hereto attached, on behalf of the
SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION, a Joint Powers Agency of the
State of California, with STEPHEN J. M. ROBBINS for legal services

and to do and perform everything necessary to carry out the purpose of this Reso-
lution.

On a motion by Director _____, seconded by Director:
_____, the foregoing Resolution was passed and adopted by
the Board of Directors of the Sacramento Metropolitan Cable Television Commission
this _____ day of _____, 19____, by the following vote, to wit:

- AYES: Directors
- NOES: Directors
- ABSENT: Directors

Chairperson of the Board of Directors
Sacramento Metropolitan Cable
Television Commission

ATTEST: _____
Clerk of the Commission

AGREEMENT
FOR
LEGAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 1983, by and between the Sacramento Metropolitan Cable Television Commission, a joint powers agency, hereinafter called and referred to as "Commission" and Stephen J. M. Robbins (hereafter "Attorney"), a member of the firm of McDonough, Holland & Allen (hereafter "Firm"), and who has been admitted to practice under the laws of the State of California and the District of Columbia.

RECITALS

Commission has reviewed applications for the position of Special Counsel and has determined that it wishes to retain Attorney and such other members and employees of the Firm as may be appropriate to provide legal services.

Commission has retained and continues to retain other persons engaged in the practice of law as Special Counsel.

Commission desires, effective December 1, 1983, to retain Attorney as Principal Special Counsel.

Commission, during the period August 17, 1983 through December 1, 1983, desires to utilize the services of Attorney and Firm from time to time as may be appropriate, while still retaining the services of other Special Counsel.

AGREEMENT

Therefore, the parties agree as follows:

1. Commission hereby retains Attorney and Firm as Special Counsel to provide the services described in Paragraph 2, and Attorney and Firm hereby agree to perform said services.

2. The services to be performed by Attorney and Firm shall consist of the provision of legal advice, drafting and/or review of contracts, agreements, regulations and resolutions, representation of the Commission in any necessary administrative or judicial proceedings and such other duties associated therewith. The precise services to be

performed shall be as prescribed by the Commission and its Executive Director. Attorney and Firm shall commit such number of hours each month to the performance of such services, as requested from time to time by the Commission and its Executive Director.

3. During the period August 17, 1983 through December 1, 1983, Commission shall compensate Attorney at the rate of \$115.00 per hour. Services of other employees or members of Firm shall be compensated at a rate to be agreed upon by mutual agreement of Attorney and the Executive Director of the Commission.

4. During the period August 17, 1983 through December 1, 1983, Attorney and Firm shall not render services which would result in compensation in excess of \$4,000.00 per month except as provided in Paragraph 7, below.

5. During the period December 1, 1983 through March 1, 1984, compensation shall be in the amount of \$4,000.00 per month regardless of the number of hours of service rendered, except as provided in Paragraph 7, below.

6. Subsequent to March 1, 1984, compensation shall be in the amount of \$3,000.00 per month, regardless of the number of hours of service rendered, except as provided in Paragraph 7, below.

7. No limitation on compensation as set forth in Paragraphs 3, 4, 5 and 6 above shall apply to the following:

(a) Actual expenses for travel and accommodation outside the County of Sacramento.

(b) Hours of service performed in connection with the conduct of litigation. Compensation with respect to the conduct of litigation shall be separately negotiated with the Executive Director of the Commission and presented to the Commission for its approval.

(c) Representation in any proceeding before a federal or state agency outside the geographical boundaries of the County of Sacramento. Compensation with respect to such representation shall be separately negotiated with the Executive Director of the Commission and presented to the Commission for its approval.

(d) In lieu of separate charges for copying, postage, long distance telephone or other clerical costs, Commission agrees to compensate Firm with an administrative fee of 2-1/2% of the monthly services billing.

8. The compensation owing under this Agreement shall be payable on a calendar monthly basis, pursuant to written statements of charges itemizing the hours of services rendered filed with the Executive Director not later than the fifteenth day of each calendar month for the preceding calendar month. Commission shall make payments pursuant to said statements not later than thirty days after such statements have been received.

9. In the performance of all services rendered under this Agreement, and for all purposes, Attorney shall be deemed to be an independent contractor of the Commission, and not an agent or employee thereof.

10. Attorney shall not assign either the obligations which he owes under this Agreement or any compensation payable in consideration therefor.

11. This Agreement may be terminated at any time by either Attorney or the Commission.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date as set forth below.

McDONOUGH, HOLLAND & ALLEN

Date: _____

By _____
Stephen J. M. Robbins
A Member of the Firm

SACRAMENTO METROPOLITAN CABLE
TELEVISION COMMISSION

Date: _____

By _____

RESOLUTION NO. _____

BE IT RESOLVED AND ORDERED that the Chairperson of the Board of Directors be and he is hereby authorized and directed to execute an AGREEMENT _____ in the form hereto attached, on behalf of the SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION, a Joint Powers Agency of the State of California, with BRENTON A. BLEIER for legal services _____

and to do and perform everything necessary to carry out the purpose of this Resolution.

On a motion by Director _____, seconded by Director _____, the foregoing Resolution was passed and adopted by the Board of Directors of the Sacramento Metropolitan Cable Television Commission this _____ day of _____, 19____, by the following vote, to wit:

AYES: Directors
NOES: Directors
ABSENT: Directors

Chairperson of the Board of Directors
Sacramento Metropolitan Cable
Television Commission

ATTEST: _____
Clerk of the Commission

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of August, 1983, by and between the Sacramento Metropolitan Cable Television Commission, a joint powers agency of the State of California, hereinafter called and referred to as "Commission" and Brenton A. Bleier, an individual attorney licensed to practice under the laws of the State of California, and hereinafter called and referred to as "Attorney".

W I T N E S S E T H:

For and in consideration of the promises and covenants contained herein, the parties do hereby agree as follows:

1. Commission hereby retains Attorney to provide the services of Special Counsel as described in Paragraph 2 hereof, and Attorney hereby agrees to perform said services.

2. The services to be performed by Attorney shall consist of the provision of legal advice, drafting and other assistance in connection with the preparation of a request for proposals, analysis and evaluation of proposals received from applications for a cable franchise within the County of Sacramento pursuant to said request for proposals, drafting and other assistance in the preparation of a resolution offering a cable television franchise to the applicant selected from among those submitting applications, and other duties associated therewith, the precise duties to be performed to be as prescribed by the Executive Director of the Commission. Attorney shall commit such number of hours each month to the performance of such services, as requested from time to time by the Executive Director.

3. Subject to the following limitation, County shall compensate Attorney at the rate of Seventy-Five Dollars (\$75.00) per hour for each hour of services rendered under this agreement. The gross amount of this agreement shall be Fifty Two Thousand Eight Hundred Seventy Five Dollars (\$52,875.00) and Attorney shall not perform services in a quantity which would exceed the foregoing gross dollar amount nor, whether or not Attorney performs services exceeding such amount shall Commission be liable for any compensation under this agreement which cumulatively exceeds such gross amount, provided that the Executive Director of the Commission may increase such gross amount to an amount not to

exceed the total available for legal services in the then operative Commission budget. The compensation provided herein shall be deemed to cover the value of all services performed and costs incurred by Attorney under this agreement, except costs incurred in connection with travel by attorney outside the geographical boundaries of the County which is directed by the Executive Director. The gross amount of this agreement prescribed above, shall include any such travel expenses, and compensation paid for services rendered together with the reimbursement of travel costs shall not exceed said gross amount.

The compensation owing under this agreement shall be payable on a calendar basis, pursuant to written statements of charges itemizing the hours of services rendered, filed with the Executive Director not later than the second (2nd) day of each calendar month for the preceding calendar month. The Commission shall make payment pursuant to said statements not later than the fifteen (15th) day of the calendar month during which they are received.

4. In the performance of all services rendered under this agreement, and for all purposes, Attorney shall be deemed to be an independent contractor of the Commission, and not an officer, agent or employee thereof.

5. Attorney shall not assign either the obligations which he owes under this agreement or any compensation payable in consideration therefore.

6. The term of this agreement shall commence August 17, 1983, and end December 31, 1983; provided that the Executive Director may extend the term of this agreement to and including the date of the filing of the Certificate of Acceptance by Franchisee in response to the request for proposals pending on the date hereof; and further provided that this agreement may be terminated by either Attorney or the Executive Director upon thirty (30) days advance written notice to the nonterminating party. Said notice shall be deemed effective and served for all purposes when deposited in the United States mail, postage prepaid, and addressed as follows:

a. To the Executive Director:

Executive Director
Sacramento Metropolitan Cable
Television Commission
700 "H" Street, Suite 2450
Sacramento, California 95814

b. To Attorney:

Brenton A. Bleier,
Attorney at Law
1001 "G" Street, Suite 101
Sacramento, California 95814

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month and year above stated.

SACRAMENTO METROPOLITAN CABLE
TELEVISION COMMISSION, a joint
powers agency,

BRENTON A. BLEIER

BY _____
Chairman, Board of Directors

Sacramento Metropolitan Cable Television CommissionF R A N C H I S E S C H E D U L E

Wednesday 1PM	August 17, 1983	Commission Meeting
<u>Wednesday</u>	<u>September 7, 1983</u>	<u>Commission Meeting</u>
Tuesday	September 20, 1983	Submission Deadline
<u>Monday</u>	<u>September 26, 1983</u>	<u>*Joint Council/Board/Commission Hearing - Proposals Presented</u>
<u>Wednesday</u>	<u>October 5, 1983</u>	<u>Commission Meeting</u>
	October 5, 1983	Comments on Other Bids (Optional)
	October 12, 1983	Interrogatory Questions Released
	October 19, 1983	Interrogatory Questions Returned
	November 2, 1983	Preliminary Report Released
<u>Wednesday</u>	<u>November 9, 1983</u>	<u>Joint Council/Board/Commission Hearing - Preliminary Report</u>
Wednesday	November 23, 1983	Final Report Released
<u>Wednesday</u>	<u>November 30, 1983</u>	<u>*Joint Council/Board/Commission Hearing - Final Report</u>
<u>Friday 9AM</u>	<u>December 2, 1983</u>	<u>*Joint Council/Board/Commission Hearing (Contingent Date)</u>
<u>Monday 7PM</u>	<u>December 5, 1983</u>	<u>*Joint Council/Board/Commission Hearing (Contingent Date)</u>
<u>Monday 9AM</u>	<u>December 12, 1983</u>	<u>*Joint Council/Board Meeting - Tentative Selection</u>
<u>Wednesday</u>	<u>January 4, 1984</u>	<u>Joint Council/Board/Commission Meeting</u>
<u>Wednesday</u>	<u>January 11, 1984</u>	<u>*Joint Commission/Council/Board Meeting to Approve Resolution Offering the Franchise</u>
Friday	February 10, 1984	Deadline to File Certificate of Acceptance

All meetings (underlined) are scheduled for 2:30PM in the Board Chambers, except as otherwise indicated.

*Indicates meetings required by Ordinance for City Council and Country Board of Supervisors.

(catv011)