

For Agenda of: 11/02/82
Consent

October 20, 1982

FILED
By the City Council
Office of the City Clerk

NOV 3 1982

TO: Sacramento City Council
FROM: Robert E. Smith
Executive Officer
SUBJECT: PERSONAL SERVICE AGREEMENTS - CATV PROJECT

Attached for your information are two personal service agreements for Senior Cable Systems Coordinator (3,304 per month) and Cable Systems Coordinator (2,855 per month) approved by the joint subcommittee on 10-20-82, and anticipated to be approved by the Board of Supervisors on 10-26-82. I am recommending Mr. Richard Esposto for the Senior Cable Systems Coordinator. While he is familiar with our local cable process he brings a rich background of financial and analytical skills which are essential to the monitoring and enforcement of the Franchise as well as the allocation of the Franchise fees. Most importantly I believe he appears to possess the interpersonal skills necessary to work with you, your Executive Officer and the Commission.

I am also recommending Ms. Speranza Avram for the position of Cable Systems Coordinator. She has extensive background in television program production and was actively involved in community access programming in Santa Cruz County. In addition, she possesses a first class FCC Engineering License and "hands-on" experience in operating television equipment including cameras and transmitters.

I believe both positions are well balanced in that one has a strong management analytical background, the other exposure to production and television experience.

Financing for these contracts will come from the County's Budget Unit 5910 where all pre-award costs are accumulated until the Commission has been formed, structured and has adopted a budget. This is anticipated to occur in mid-December.

City Council

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October 20, 1982

It is therefore my recommendation that you:

Receive and file this report.

Yours very truly,



ROBERT E. SMITH, Executive Officer
Sacramento Municipal CATV Commission

RES:afm/nl

Attachments

cc:

Lee Elam
Jim Jackson
Bill Freeman
Mac Mailes
Brent Bleier
Diane Balter

(0127)

A G R E E M E N T
FOR PERSONAL SERVICES
(CABLE TELEVISION)

THIS AGREEMENT is made and entered into this 26th day of October, 1982, by and between the County of Sacramento, a political subdivision of the State of California, hereinafter called and referred to as "County", and Richard E. Esposito, an individual, hereinafter called and referred to as "Employee";

W I T N E S S E T H:

WHEREAS, the party to whom a cable television franchise will be awarded within incorporated and unincorporated areas of the County has been selected, and the franchise will be awarded within the next four to six months; and

WHEREAS, the cable television franchise will be administered, after issuance, by the Sacramento Metropolitan Cable Television Commission, a joint powers authority; and

WHEREAS, the Commission is not now functional and will not become functional until near or at the time of issuance of the franchise; and

WHEREAS, it is necessary that personnel be hired in order to perform administrative duties associated with administration of the franchise in advance of its issuance; and

WHEREAS, the County, as the lead agency in development of the franchising process, desires to retain such employees on a temporary basis in order to provide such services, pending a determination as to whether personnel will be permanently employed by the County to provide services for the Commission or whether the Commission will employ its own personnel, and the circumstances require immediate retention of personnel prior to the

creation of formal classes under which such personnel might be employed through normal procedures; and

WHEREAS, Employee desires to be employed by County under the circumstances and for the term herein stated;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. County hereby temporarily employs Employee to provide the services specified in Paragraph 2, and Employee hereby assumes such employment.

2. Employee shall perform duties best characterized as those of a Senior Cable Systems Coordinator. The exact nature and extent of such duties shall be as prescribed by Robert Smith, who has recently been appointed Chief Administrative Officer of the cable television franchising process. Employee shall provide all services of the employment under the direct supervision and at the assignment of Robert Smith.

3. Employee's services shall be rendered a minimum of eight hours per day, five days per week, County holidays excepted. Employee shall provide uncompensated services for such additional hours as may be prescribed by Robert Smith.

4. The monthly salary payable by County to Employee for all services rendered shall be \$3,304. As a person who is employed, Employee's salary shall be subject to normal income tax and social security withholding allowances. Employee shall not become a member of the Sacramento County Employees Retirement System; shall not be entitled to vacation allowances, leave, or compensation; shall not be entitled to sick leave allowances or compensation; shall not be entitled to membership in, participation in, coverage by, or allowances under any County group health, dental, life insurance, or other benefit plan; and shall not be entitled to any other fringe benefits payable to regular employees of the County.

5. The term of Employee's employment shall commence on October 26, 1982 and shall end on June 30, 1983, provided that this Agreement and Employee's employment may be terminated by Robert Smith upon ten days' advance written notice served upon Employee. Any such notice shall be deemed effective and served for all purposes either on the date it is personally handed to Employee or the date it is deposited in the United States mail, postage prepaid, and addressed as follows:

Richard E. Esposto
130 46th Street
Sacramento, CA 95819

6. During the term of this Agreement, Employee shall be covered under County's self-insured Workers Compensation Insurance.

7. This writing constitutes the sole embodiment of the terms of this Agreement, and there are no conditions precedent to the effectiveness thereof other than those expressed herein.

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

COUNTY OF SACRAMENTO, a political subdivision of the State of California.

By _____
Chairman, Board of Supervisors



EMPLOYEE

A G R E E M E N T
FOR PERSONAL SERVICES
(CABLE TELEVISION)

THIS AGREEMENT is made and entered into this 26th day of October, 1982, by and between the County of Sacramento, a political subdivision of the State of California, hereinafter called and referred to as "County", and Speranza Avram ^{P.S.}, an individual, hereinafter called and referred to as "Employee";

W I T N E S S E T H:

WHEREAS, the party to whom a cable television franchise will be awarded within incorporated and unincorporated areas of the County has been selected, and the franchise will be awarded within the next four to six months; and

WHEREAS, the cable television franchise will be administered, after issuance, by the Sacramento Metropolitan Cable Television Commission, a joint powers authority; and

WHEREAS, the Commission is not now functional and will not become functional until near or at the time of issuance of the franchise; and

WHEREAS, it is necessary that personnel be hired in order to perform administrative duties associated with administration of the franchise in advance of its issuance; and

WHEREAS, the County, as the lead agency in development of the franchising process, desires to retain such employees on a temporary basis in order to provide such services, pending a determination as to whether personnel will be permanently employed by the County to provide services for the Commission or whether the Commission will employ its own personnel, and the circumstances require immediate retention of personnel prior to the

creation of formal classes under which such personnel might be employed through normal procedures; and

WHEREAS, Employee desires to be employed by County under the circumstances and for the term herein stated;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. County hereby temporarily employs Employee to provide the services specified in Paragraph 2, and Employee hereby assumes such employment.

2. Employee shall perform duties best characterized as those of a Cable Systems Coordinator. The exact nature and extent of such duties shall be as prescribed by Robert Smith, who has recently been appointed Chief Administrative Officer of the cable television franchising process. Employee shall provide all services of the employment under the direct supervision and at the assignment of Robert Smith.

3. Employee's services shall be rendered a minimum of eight hours per day, five days per week, County holidays excepted. Employee shall provide uncompensated services for such additional hours as may be prescribed by Robert Smith.

4. The monthly salary payable by County to Employee for all services rendered shall be \$ 2,855. . As a person who is employed, Employee's salary shall be subject to normal income tax and social security withholding allowances. Employee shall not become a member of the Sacramento County Employees Retirement System; shall not be entitled to vacation allowances, leave, or compensation; shall not be entitled to sick leave allowances or compensation; shall not be entitled to membership in, participation in, coverage by, or allowances under any County group health, dental, life insurance, or other benefit plan; and shall not be entitled to any other fringe benefits payable to regular employees of the County.

5. The term of Employee's employment shall commence on October 26, 1982 and shall end on June 30, 1983, provided that this Agreement and Employee's employment may be terminated by Robert Smith upon ten days' advance written notice served upon Employee. Any such notice shall be deemed effective and served for all purposes either on the date it is personally handed to Employee or the date it is deposited in the United States mail, postage prepaid, and addressed as follows:

P.D.B.
Ms. Speranza Avram
P.O. Box 208
Sacramento, CA 95801

6. During the term of this Agreement, Employee shall be covered under County's self-insured Workers Compensation Insurance.

7. This writing constitutes the sole embodiment of the terms of this Agreement, and there are no conditions precedent to the effectiveness thereof other than those expressed herein.

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

COUNTY OF SACRAMENTO, a political subdivision of the State of California.

By _____
Chairman, Board of Supervisors

Speranza Avram
EMPLOYEE