

## South Carolina Association of Counties Service Agreement

\_\_\_\_\_ County, S.C. (“the County”) hereby agrees to retain the services of the South Carolina Association of Counties (SCAC) and its third party administrator, The Howell Group, LLC, d/b/a Telecommunications Consulting Associates in the manner set forth below:

A. Responsibility of SCAC:

1. Document Review

SCAC, by its third party administrator, agrees to review the following documents for franchise compliance and accuracy. These documents will be delivered to SCAC via mail or as otherwise agreed upon.

- a. Review the existing franchise agreement with various cable operators to determine any limitations on conducting a franchise fee audit.
- b. Review all transfer and assignment documents.
- c. Conduct a non-compliance audit relating the various cable operators’ record and report requirements in the current franchise. Historically cable operators fail to submit these required documents year after year.
- d. Review the correspondence file between various cable operators and the County to understand any initiatives or agendas various cable operators may have undertaken.

2. Franchise Fee Audit

In addition to the document review, SCAC’s third party administrator will:

- a. Conduct a franchise fee audit for various cable operators for the longest permissible audit period pursuant to the franchise agreements and any other governing documents. This data will be presented in spreadsheet form and will detail any payment discrepancies and penalties.
- b. Prepare draft correspondence to various cable operators for the County to cut and paste to your letterhead. This correspondence will detail the findings and make demand for any restitution or submission of additional data.
- c. Prepare a Summary Report detailing all of the findings. This report generally is 7-10 pages and includes all spreadsheet documentation.

B. Additional Services Available

Additional services are available to Counties through SCAC’s third party

administrator, including but not limited to the following:

1. Negotiation of franchise agreements for counties not regulated by the South Carolina Competitive Cable Service Act;
2. Leasing of County owned assets to wireless communications companies;
3. 911 Center upgrades and operational reviews; and
4. Design and construction of municipal area networks and high-speed data networks.

C. Responsibilities of the County

1. Provide documents necessary for the Document Review in paragraph A.1., above.
2. Additional Documents to be provided:
  - a. Copies of the cable television enabling ordinance.
  - b. Copies of all existing franchise agreements.
  - c. Copies of all franchise transfer agreements or ordinances.
  - d. Copies of proposed franchise agreements.
  - e. Franchise fee payment history for all periods commencing with the enactment of the current franchise agreement, including payments, back-up documentation and any other pertinent information relating to franchise fee payments.
  - f. Any correspondence between the County and any cable operator

3. Service Fees

a. Document Review/Franchise Fee Audits. County agrees to pay SCAC a service fee for each single-franchisee audit, upon completion of the audit, plus an additional \$850 per franchisee, if more than one is franchisee is audited at the same time. For audits of county-issued franchises, a fee of \$3500 will be charged; for counties under regulation of the South Carolina Competitive Cable Service Act, the single-franchisee audit fee will be \$1500. Current legislation pending in the Congress would provide for a nationwide franchise of cable companies and would probably preempt the statewide franchise arrangement under the Competitive Cable Services Act. If and when this federal legislation passes, an audit fee for federal franchises will be promulgated as a price change, pursuant to Paragraph D., below.

b. Additional Services. For additional service projects, as set out in paragraph B., above, the County agrees to pay a service fee of \$125.00 per hour.

c. Payment of Fees. Fees for services are due and payable when completed and past due after thirty (30) days. The project is completed when all correspondence and reports have been transmitted to the County; cable franchise negotiations are considered completed when both the County and the cable operator are satisfied with the results of the negotiation.

D. Changes to this Agreement.

With the exception of pricing changes, no changes to this agreement are valid unless they are mutually agreed upon by SCAC and the County and incorporated by written amendment into this agreement. As it is contemplated that prices may require changing over time, promulgation of such changes are valid thirty (30) days after the date of promulgation by email to the county point of contact. Provided however, any audit that is currently ongoing will be billed at the rate in use when the audit was commenced.

\_\_\_\_\_  
Michael B. Cone, SCAC Executive Director

DATE \_\_\_\_\_

On behalf of \_\_\_\_\_ County, SC

DATE \_\_\_\_\_

/s/ \_\_\_\_\_

Its \_\_\_\_\_