



816 Pacific Avenue
Santa Cruz, CA 95060

**BOARD OF DIRECTORS
Special Meeting
August 21, 2013**

A G E N D A

5:30 P.M.

Offices of the Corporation

1. Roll Call

Keith Gudger (Chair), Nathan Benjamin, James Fisher, Tess Fitzgerald, Joe Hall, Caryn Machado, Jennifer Pittman, Mathilde Rand, Doree Steinmann, Lou Tuosto, Adam Wade [quorum is six]

2. Oral Communications

Any person may address the Board during its Oral Communications period. All Oral Communications must be directed to an item not listed on today's Consent or Regular Agenda and must be within the jurisdiction of the Board.

3. Consideration of Late Additions to the Agenda; additions and deletions to Consent and Regular Agendas

REGULAR AGENDA

4. Dunbar Productions, Inc. Contract* (p. 3)

Approve recommendation of the Executive Director to accept the Dunbar Productions, Inc. Contract

5. Board Member / Staff Requests for Specific Items to Appear on next Regular Meeting Agenda (September 26, 2013):

6. Adjournment

Any person may address the Board during its Public Comment period. Each presentation will be limited to three minutes and individuals may speak only once during Public Comment. A maximum of five minutes will be set aside for this period at this meeting. If the period runs beyond five minutes, the Board may, at its discretion, allow time at the end of the meeting for additional public comment. All comments must be directed to an item NOT listed on today's agenda and must be within the subject matter jurisdiction of the Board. Preference will be given to individuals who did not speak at the previous Board meeting. All speakers must address the entire Board and will not be permitted to engage in dialogue. Speakers are requested to sign the sheet designated for that purpose so that their names may accurately be reflected in the minutes of the meeting.

Regular Agenda Items: Members of the public may speak on any item on the agenda. Each presentation will be limited to three minutes. The maximum time devoted to public input on any item will be determined by the Chair.

*** Material included in Agenda Packet**



816 Pacific Avenue
Santa Cruz, CA 95060

**EXECUTIVE COMMITTEE
Special Meeting
August 21, 2013**

A G E N D A

5:30 P.M.

Offices of the Corporation

1. Roll Call

Keith Gudger (Chair), Nathan Benjamin, James Fisher, Tess Fitzgerald, Joe Hall, Caryn Machado, Jennifer Pittman, Mathilde Rand, Doree Steinmann, Lou Tuosto, Adam Wade [quorum is three]

ALL ITEMS AS SET FORTH ON THE AGENDA OF THE SPECIAL MEETING OF THE BOARD OF DIRECTORS NOTICED CONCURRENTLY.

IF A QUORUM OF THE FULL BOARD IS NOT PRESENT AT THE REGULAR BOARD MEETING, THE MEETING WILL BE ADJOURNED TO THE EXECUTIVE COMMITTEE MEETING. IF A QUORUM OF THE EXECUTIVE COMMITTEE (3) IS PRESENT, THE EXECUTIVE COMMITTEE WILL MEET TO TAKE ACTION ON THE ITEMS IN THE AGENDA.

Any person may address the Board during its Public Comment period. Each presentation will be limited to three minutes and individuals may speak only once during Public Comment. A maximum of five minutes will be set aside for this period at this meeting. If the period runs beyond five minutes, the Board may, at its discretion, allow time at the end of the meeting for additional public comment. All comments must be directed to an item NOT listed on today's agenda and must be within the subject matter jurisdiction of the Board. Preference will be given to individuals who did not speak at the previous Board meeting. All speakers must address the entire Board and will not be permitted to engage in dialogue. Speakers are requested to sign the sheet designated for that purpose so that their names may accurately be reflected in the minutes of the meeting.

Regular Agenda Items: Members of the public may speak on any item on the agenda. Each presentation will be limited to three minutes. The maximum time devoted to public input on any item will be determined by the Chair.

*** Material included in Agenda Packet**



CONTRACT FOR PRODUCTION AND PUBLIC ACCESS CONTENT

COMMUNITY TELEVISION OF SANTA CRUZ, INC. AND DUNBAR PRODUCTIONS INC.

A. GENERAL TERMS OF AGREEMENT

- 1. PARTIES:** This Agreement is entered into between Community Television of Santa Cruz, Inc. (CTV) and Dunbar Productions Inc. This contract is entered into by the Board of CTV in agreement with the County of Santa Cruz.
- 2. GENERAL:** Under this Agreement, Dunbar Productions Inc. shall provide a specified range of productions and public access content for airing on CTV. In order to accomplish this, Dunbar Productions will produce finished video programs for use on, and for the rebranding of Community Television of Santa Cruz County. Additionally, Dunbar Productions will insure an added value to the production budget by incorporating the produced video into branded programs about the CTV transition to offer additional viewing to the public. As an example: **“Projects from the new CTV”**. Dunbar Productions will also highlight video projects and raise awareness be featuring produced videos as part of CTV studio/interview programs topics of community interest. This combined production will result in a total deliverable of no less than 240 total minutes (4 hours) of broadcast programming for CTV.
- 3. TERM AND TERMINATION:** The term of this Agreement is August 19, 2013 through June 30, 2014. The Parties each have the express right to terminate this contract, without cause or legal excuse, and without incurring any liability to the other party, upon provision of 30 days’ written notice to the other party with approval by the County of Santa Cruz.
- 4. CONTRACT AMOUNT AND PAYMENT PROVISIONS:** The Parties agree that the payments by CTV to Dunbar Productions Inc. shall not exceed \$80,000.00. Payments will be made on the 1st of the month of September 2013 through June 2014 for services under this Agreement and shall be in the amount of \$6,000.00 per month. There will be an initial start-up payment of \$20,000.00 upon signing the Parties to the contract. Services under this Agreement will include, but not be limited to, the following:

Produce a minimum of 240 minutes (4 hours) of finished video programs for CTV broadcast on non-commercial topics of local interest, including current events, the importance of industry to the local economy, healthcare, education, agriculture, public policy, innovations and related fields.

B. DUNBAR PRODUCTIONS' RESPONSIBILITIES

1. Submit a brief monthly report to the CTV Board as to progress to date at the first of each month. The report will provide a summary of production activities, sponsorships and underwriting, including the amounts generated by Dunbar Productions and the amounts to be paid to CTV.
2. Work closely with the Development Director of CTV to insure that each party is not duplicating or over utilizing a resource or donor.
3. Respond, as they may arise, to questions posed by the County and City of Santa Cruz in a timely fashion.
4. Work with the Development Director and Executive Director in terms of time utilization of the CTV studio and/or van to insure availability and to avoid conflicting utilization.
5. Develop sponsors or underwriters for programs. By the end of the fiscal year ending June 30, 2014, CTV will receive amounts generated in excess of reasonable production costs and in consideration of payments made under Section A.4 of this Agreement.

C. CTV RESPONSIBILITIES

CTV will collaborate and work closely with Dunbar Productions Inc. to accomplish the goals set forth herein. In addition, CTV shall:

1. Provide studio space, with reasonable notice at a rate of \$250 per show, which shall include one CTV staff member's time and use of the studio equipment. Dunbar Productions may provide additional staff and equipment to meet the necessary requirements, as determined by Dunbar Productions.
2. Provide access to the CTV mobile studio van, with reasonable notice, at a rate of \$1,000 per 8-hour day or \$550 per half day, which shall include one CTV staff member's time to provide transportation and equipment operation.
3. Provide access to production staff and student trainees, with reasonable notice, at a rate of 1.5 times the actual hourly salary paid.
4. Allocate the Development Director's time to work with Dunbar Productions to insure timely payment after receipt of production content from Dunbar Productions, provide collaboration on projects, and avoid scheduling conflicts.

5. Work with Dunbar Productions, as needed, to address personnel scheduling, payment of staff time and related matters.
6. Notwithstanding any provisions to the contrary contained in the CTV Bylaws, the CTV Board by approval of this Agreement is authorizing the actions set forth in this Agreement. If inconsistencies are found, this Agreement shall govern.
7. Create a relationship of open communication, shared goal setting, open access to resources that can be shared, and cooperation.

D. DELIVERABLES

1. Dunbar Productions and CTV will work together to produce a modified 3 channel lineup by October 1, 2013 as follows:

25/71 – Cruz TV (local)

26/72 – Government and Education Santa Cruz

27/73 – Free Speech Santa Cruz

2. Dunbar Productions and CTV will work to develop a branding concept for Cruz TV by October 1, 2013 and submit the concept to the County and City of Santa Cruz for approval.

3. Dunbar Productions and CTV shall deliver program content as follows:

November 30, 2013 – 1 hour

February 28, 2014 – 1 hour

April 30, 2014 – 1 hour

June 30, 2014 – 1 hour

E. DISPUTE RESOLUTION

In the event of a dispute between the Dunbar Productions and CTV concerning the performance of the Dunbar Productions on deliverables that cannot be resolved, the Parties to this contract may refer the disputed issue to the Committees to be designated by the Parties for resolution. CTV and Dunbar Productions Inc. shall each appoint a representative for the purposes described in this section with notice to the County and City of Santa Cruz. Nothing in this section is intended to limit the authority of the Parties to terminate this Agreement pursuant to the termination provisions set forth above.

F. INDEMNIFICATION AND INSURANCE

1. INDEMNIFICATION: The Parties to this Agreement shall indemnify the other as follows:

- a. Dunbar Productions Inc. shall indemnify, defend, and hold harmless CTV, its officers, agents and employees and volunteers from and against any and all claims, suits, actions, causes of action, losses, damage, or liability of any kind, nature or description, including those brought by any person or persons for or on account of any loss, damage or injury to person, property or any other interest, tangible or intangible, sustained by or accruing to any person or persons, howsoever the same may be caused, directly or indirectly arising or resulting from any alleged acts or omissions of CMAP, its officers, employees, agents or subcontracts arising out of or resulting from the performance of this Agreement.
- b. CTV shall indemnify, defend, and hold harmless Dunbar Productions Inc., its officers, agents and employees and volunteers from and against any and all claims, suits, actions, causes of action, losses, damage, or liability of any kind, nature or description, including those brought by any person or persons for or on account of any loss, damage or injury to person, property or any other interest, tangible or intangible, sustained by or accruing to any person or persons, howsoever the same may be caused, directly or indirectly arising or resulting from any alleged acts or omissions of CTV, its officers, employees, agents or subcontracts arising out of or resulting from the performance of this Agreement.

2. INSURANCE: Both Parties to the this Agreement shall maintain in full force and effect at all times during the term of this Agreement insurance as required by Exhibit A. The cost of such insurance shall be borne by each Party individually and shall be included in each Party’s annual budget.

G. NOTICES

All notices by the Parties to this Agreement and the City and County of Santa Cruz pertaining to this Agreement shall be made by United States Postal Service mail, postage pre-paid, addressed as follows:

Community Television of Santa Cruz County (CTV)
816 Pacific Avenue
Santa Cruz, CA 95060

County of Santa Cruz
County Administrative Office
701 Ocean Street, Room 520
Santa Cruz, CA 95060

Dunbar Productions, Inc.
Romney Dunbar
405 Melrose Avenue
Santa Cruz, California 95062

City of Santa Cruz
City Manager
809 Center Street, Room 10
Santa Cruz, CA 95060

EXECUTION: By mutual agreement of all the signers, this contract is agreed to commencing August 19, 2013 through June 30, 2014. In witness whereof, the Parties have executed this contract by their duly authorized representatives.

DUNBAR PRODUCTIONS, INC.

COMMUNITY TELEVISION OF SANTA
CRUZ COUNTY, INC.

By: _____
Romney Dunbar

By: _____
Keith Gudger – CTV Board Chair

Dated: _____

Dated: _____

EXHIBIT A

INSURANCE REQUIREMENTS

Each Party to this Agreement, at its sole cost and expense, for the full term of this Agreement and any extensions thereof, shall obtain and maintain at minimum all of the following insurance coverage. Each Party shall name the other Party as an additional insured on the insurance required under this Agreement.

Types of Insurance and Minimum Limits

1. Worker's Compensation and Employer's Liability insurance in conformance with the laws of the State of California.
2. Comprehensive or Commercial General Liability insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including bodily injury, personal injury, and broad form property damage. Such insurance coverage shall include, without limitation:
 - a. Contractual liability coverage adequate to meet each Party's indemnification obligations under this Agreement.
 - b. A cross-liability or severability of interest clause.

Other Insurance Provisions

1. If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, each Party shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this Agreement and continue coverage for a period of three years after the expiration of this Agreement and any extensions thereof. In lieu of maintaining post-contract expiration coverage as specified above, each Party may satisfy this provision by purchasing tail coverage for the claims made policy. Such tail coverage will, at a minimum, provide coverage for claims received and reported three years after the expiration of this Agreement.
2. Each Party agrees to provide the other, at or before the effective date of this Agreement, with a certificate of insurance of the coverage required.

3. All vehicles used by each Party's employees during the course and conduct of their employment shall be covered by Comprehensive or Commercial Liability insurance in the minimum of \$1,000,000.00 combined single limit, including bodily injury, personal injury, and broad form property damage. This coverage may be provided by either Party or the Party's employee. Such insurance coverage shall include, without limitation:
 - a. Contractual liability coverage meeting the indemnification and insurance provisions under this Agreement.
 - b. A cross-liability or severability of interest clause.