



**BOARD OF DIRECTORS  
Regular Meeting  
April 27, 2015**

**A G E N D A**

**5:30 P.M.**  
Offices of the Corporation

1. Roll Call

Keith Gudger (Chair), Nathan Benjamin, James Fisher, Joe Hall, Keith Sterling, Mathilde Rand, Lou Tuosto, Adam Wade, Tom Manheim, Larry Laurent  
[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.

**CONSENT AGENDA**

4. Approve Minutes\*  
Regular Board Meeting Minutes of March 23, 2015.
5. Approve recommendation of the Finance Committee to accept the March 31, 2015 Financials\*.
6. Approve recommendation of the Finance Committee to accept the 2015-2016 Proposed Budget\*.

**REGULAR AGENDA**

7. Oral Report of Executive Director\*.
8. Adoption of Executive Producer Job Description and Salary Range.
9. Approval of Contract with County.
10. Oral Report of Board Chair.
11. Discussion and Action on Public Access Branding.

12. Discussion and Action on Member Equipment Status.
13. Discussion and Action on May Board Meeting Date.
14. Board Member / Staff Requests for Specific Items to Appear on next Meeting Agenda
15. Announcements.
16. 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 Board Packet**



**EXECUTIVE COMMITTEE**  
**Regular Meeting**  
**March 23, 2015**

**A G E N D A**

**5:30 P.M.**  
Offices of the Corporation

1. Roll Call

Keith Gudger (Chair), Nathan Benjamin, James Fisher, Joe Hall, Keith Sterling, Mathilde Rand, Lou Tuosto, Adam Wade, Tom Manheim, Larry Laurent

[quorum is three]

ALL ITEMS AS SET FORTH ON THE AGENDA OF THE REGULAR 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.



816 Pacific Avenue  
Santa Cruz, CA 95060

**BOARD OF DIRECTORS  
Regular Meeting  
March 23, 2015**

**MINUTES**

**5:30 P.M.**

**Offices of the Corporation**

1. Roll Call

Present: Keith Gudger (Chair), Mathilde Rand, Nathan Benjamin, Keith Sterling, Lou Tuosto, Larry Laurent

Absent: James Fisher, Joe Hall, Adam Wade, Tom Manheim

2. Oral Communications

No one addressed the board.

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

None.

**CONSENT AGENDA**

4. Approve Minutes

Regular Board Meeting Minutes of February 23, 2015.

5. Approve recommendation of the Finance Committee to accept the February 28, 2015 Financials.

Rand moved to approve, Benjamin seconded, approved unanimously.

**REGULAR AGENDA**

6. Discussion re: 401k closure.
7. Oral Report of Executive Director
8. 2015-16 Budget Update
9. Oral Report of Vice Chair
10. Oral Report of Board Chair

11. Board Member / Staff Requests for Specific Items to Appear on next Meeting Agenda  
-Official vote on branding
12. Announcements
13. Adjourn to Closed Session – Motion by Rand, Benjamin seconded, approved unanimously. \*Board Member Hall arrived during closed session.
14. Closed session
15. Reconvene in Open Session
16. Adjournment - Motion by Hall, seconded by Laurent, passed unanimously.

These minutes are scheduled for approval on April 27, 2015.

Approved: \_\_\_\_\_  
Board Chair

Attest: \_\_\_\_\_  
Board Secretary

Community Television of Santa Cruz County  
Profit Loss Budget Performance  
March  
2015

	Annual Budget 2014-15	March 2015	March Year to Date	% of Budget Expended	Amount Remaining
<b>4000 · CAPITAL REVENUE</b>					
<b>4100 · County PEG Fees</b>	<b>253,530.00</b>	<b>20,772.12</b>	<b>190,613.59</b>	<b>75%</b>	
<b>4300 · OPERATING REVENUE</b>					
CTV Operating Reserves					
4101 · County BOS Meetings	27,570.00	2,297.50	18,380.00	67%	9,190.00
4102 · Watsonville Government Meetings	16,500.00	570.00	2,865.00	17%	13,635.00
4103 · City of Capitola Gov. Meetings	16,500.00	675.00	4,340.00	26%	12,160.00
4104 · SCMTD Meetings	2,200.00	200.00	1,325.00	60%	875.00
4105 · County Operating Funds	0.00	0.00	0.00	0%	0.00
4106 · City of Santa Cruz Gov. Mtg.	13,785.00	1,499.88	12,026.91	87%	1,758.09
4107 · Wats/Cap/Cty Charter Fees	0.00	0.00	0.00		0.00
4108 · SCCRTC Meetings	2,350.00	125.00	1,100.00	47%	1,250.00
4109 · SCWD Government Meetings	0.00	0.00	-1,656.50		1,656.50
4110 · Memberships	0.00	0.00	582.00		-582.00
4111 · Administration Fees	500.00	0.00	5.00	1%	495.00
4112 · Prod. Serv. - Media Dubbing	10,000.00	0.00	0.00	0%	10,000.00
4114 · Underwriting & Sponsorships	2,000.00	0.00	0.00	0%	2,000.00
4115 · Digital Media Sales	0.00	70.00	120.00		-120.00
4116 · Equipment Rental	0.00	187.50	187.50	0%	187.50
4118 · Misc. Production Income	0.00	75.00	800.00	0%	-800.00
4119 · Sales-T-shirts	0.00	0.00	0.00		0.00
4120 · Facility Rental	5,000.00	0.00	200.00	4%	4,800.00
4121 · SLVWD Meetings	0.00	375.00	1,700.00		-1,700.00
4122 · PVUSD	0.00	425.00	2,135.00		-2,135.00
4125 · Sponsorships	0.00	0.00	0.00		0.00
4130 · Classes	2,000.00	0.00	186.61	9%	1,813.39
4135 · Third Party Agreements	0.00	0.00	0.00		0.00
4155 · In-Kind Rent	0.00	0.00	0.00		0.00
4160 · In Kind Donations of Services	0.00	0.00	0.00		0.00
4164 · Donations - Other	0.00	0.00	0.00		0.00
4165 · Donations - General	10,000.00	0.00	0.00		10,000.00
4167 · Donations - Events	0.00	0.00	0.00		0.00
4166 · Grants	5,000.00	0.00	0.00		5,000.00
4180 · Interest Earned	0.00	1.69	46.95		-46.95
4185 · Misc. Income	200.00	0.00	2,398.00	1199%	-2,198.00
4190 · Gain/Loss on Sale of Assets	0.00	0.00	0.00		0.00
4195 · Temp. Restricted Revenue	0.00	0.00	0.00		0.00
<b>4200 · Production Service</b>					
4210 · Production-GOV		0.00	0.00		0.00
4220 · Production-EDU		0.00	0.00		0.00
4230 · Production-PUB		0.00	0.00		0.00
4240 · Production-CMAP	30,000.00	928.00	9,888.00	0%	9,888.00
4200 · Production - Other		600.00	5,861.00	0%	5,861.00
<b>Total 4200 · Production Service</b>	<b>30,000.00</b>	<b>1,528.00</b>	<b>15,749.00</b>	<b>52%</b>	<b>14,251.00</b>
4600 · Special Events Revenue	0.00	0.00	0.00		0.00
<b>Total 4300 · OPERATING REVENUE</b>	<b>397,135.00</b>	<b>28,801.69</b>	<b>253,104.06</b>	<b>64%</b>	<b>144,030.94</b>
4170 · Fiscal Sponsorships Income		1,899.00	1,994.00		-1,994.00
<b>TOTAL INCOME</b>	<b>397,135.00</b>	<b>30,700.69</b>	<b>255,098.06</b>	<b>64%</b>	<b>142,036.94</b>

Community Television of Santa Cruz County  
Profit Loss Budget Performance  
March  
2015

	Annual Budget 2014-15	March 2015	March Year to Date	% of Budget Expended	Amount Remaining
<b>5000 · CAPITAL EXPENDITURES</b>					
<b>5100 · Facility</b>					
7400 · Facility Rep./Maint./Security	0.00	279.00	2,471.92		-2,471.92
6701 · Facility/Equip. Insurance	0.00	0.00	0.00		0.00
7058 · Leasehold Improvements/Capital	0.00	0.00	0.00		0.00
7300 · Facilities & Equipment Rental	0.00	788.27	1,553.38		-1,553.38
5100 · Facility - Other	0.00	0.00	0.00		0.00
<b>Total 5100 · Facility</b>	<b>0.00</b>	<b>1,067.27</b>	<b>4,025.30</b>		<b>-4,025.30</b>
<b>5200 · Equipment</b>					
7215 · Copy Machine Lease	0.00	243.51	3,107.31		-3,107.31
7051 · Equipment Repair	0.00	0.00	0.00		0.00
7011 · Automation Equipment	0.00	0.00	3,000.00		-3,000.00
7052 · Prod. Equip. Replacement -Depr.	0.00	0.00	-43,093.68		43,093.68
7053 · Prod.Equip.Replacement-NonDepr.	0.00	0.00	2,928.05		-2,928.05
7056 · Equipment - Depreciated	0.00	0.00	0		-260.95
7057 · Equipment - Non Depreciated	0.00	964.00	260.95		-260.95
<b>Total 5200 · Equipment</b>	<b>0.00</b>	<b>1,207.51</b>	<b>-33,797.37</b>		<b>33,797.37</b>
<b>5300 · Media Licensing</b>					
7059 · Music Library	0	55.00	165.00		-165.00
<b>Total 5300 · Media Licensing</b>	<b>0</b>	<b>55.00</b>	<b>165.00</b>		<b>-165.00</b>
<b>Total 5000 · CAPITAL EXPENDITURES</b>	<b>0.00</b>	<b>2,329.78</b>	<b>-29,607.07</b>		<b>29,607.07</b>
<b>6000 · OPERATING EXPENSES</b>					
6100 · Advertising	1,500.00	0.00	690.00	46%	810.00
6200 · Bad Debt	0.00	0.00	5,329.45	0%	-5,329.45
6300 · Bank Charges	850.00	22.39	454.05	53%	395.95
6450 · Finance Charges/Late Fees	0.00	0.00	74.00		-74.00
6600 · Dues & Subscriptions	2,500.00	104.17	2,974.68	119%	-474.68
6650 · Interest on Leased Equip.	0.00	124.72	1,200.45		-1,200.45
6700 · Insurance	2,500.00	942.23	7,930.23	317%	-5,430.23
6999 · Uncategorized Expenses	0.00	0.00	0.00		0.00
7061 · Production Truck/ Repairs/Maint	0.00	0.00	19.00		-19.00
7100 · Office Supplies	2,000.00	201.98	1,325.98	66%	674.02
7105 · Production Expenses	800.00	570.87	693.21	87%	106.79
7200 · Postage/Freight	1,000.00	28.01	240.01	24%	759.99
7205 · Printing	150.00	0.00	82.56	55%	67.44
7401 · Facility Supplies	500.00	72.48	373.95	75%	126.05
7640 · Licenses/Fees/Misc. Taxes	5,250.00	0.00	4,292.52	82%	957.48
7700 · Telephone/Telecommunications	3,000.00	465.76	1,635.54	55%	1,364.46
7900 · Facility Utilities	0.00	67.75	1975.84		-1,975.84
<b>Total 6000 - Operating Expenses</b>	<b>20,050.00</b>	<b>2,600.36</b>	<b>29,291.47</b>	<b>146%</b>	<b>-9,241.47</b>

Community Television of Santa Cruz County  
Profit Loss Budget Performance  
March  
2015

	Annual Budget 2014-15	March 2015	March Year to Date	% of Budget Expended	Amount Remaining
<b>6800 - Contracted Services</b>					
7009 - Contracted Services-Dir Cont	30,000.00	4,416.66	33,328.80	111%	-3,328.80
6900 - Contract Services-Audit/Payroll	14,500.00	329.62	11,013.42	76%	3,486.58
7001 - Contract Services-Studio Prod.	0.00	0.00	0.00		-11,013.42
7003 - Contract Services-Janitorial	4,500.00	0.00	730.00	16%	3,770.00
7006 - Contract Service-AmeriCorp	0.00	0.00			-730.00
7007 - Contract Services-CMAP	50,000.00	10,000.00	18,295.00	37%	31,705.00
7010 - Contract Services-Consulting	15,000.00	2550.00	12,885.00	86%	2,115.00
7110 - Contract Services-Legal	2,000.00	233.75	587.35	29%	1,412.65
7910 - Contract Services-Field Prod.	4,000.00	0	0	0%	4,000.00
7915 - Contracted Services-Dunbar Prod	0.00	0	6000		-6,000.00
<b>Total 6800 - Contracted Services</b>	<b>120,000.00</b>	<b>17,530.03</b>	<b>82,839.57</b>	<b>69%</b>	<b>37,160.43</b>
<b>7000 - Staff Development &amp; Fundraising</b>					
7210 - Newsletter/Brochure/Annual Repo	0.00	0.00	0.00		0.00
7405 - Training/conferences	500.00	0.00	1,870.00	374%	-1,370.00
7800 - Travel/Meals	500.00	1,014.58	2,424.32	485%	-1,924.32
7920 - Retreats/Events	500.00	22.95	218.58	44%	281.42
7950 - Misc. Expense	0.00	0.00	62.98		-62.98
8600 - Special Events Expense	0.00	0.00	713.25		-713.25
<b>Total 7000 - Staff Development &amp; Fundraising</b>	<b>1,500.00</b>	<b>1,037.53</b>	<b>5,289.13</b>	<b>353%</b>	<b>-3,789.13</b>
<b>7500 - Operating Salaries &amp; Benefits</b>					
7510 - Salaries - Executive Director	0.00	0.00	0.00		0.00
7512 - Salaries - Station Director	60,000.00	4,666.66	37,333.28	62%	22,666.72
7520 - Salaries - Programming Coord.	0.00	0.00	0.00		0.00
7530 - Salaries - Access Facilitator	0.00	0.00	0.00		0.00
7535 - Salaries - Admin Coordinator	0.00	1,413.95	11,569.40	0%	-11,569.40
7540 - Salaries - Playback Tech	0.00	0.00	0.00		0.00
7541 - Salaries - Production Super.	0.00	0.00	0.00		0.00
7542 - Salaries - Media Coordinator	40,000.00	3,311.50	29,702.63	74%	10,297.37
7545 - Salaries - Operations Coord.	0.00	0.00	0.00		0.00
7585 - Salaries - Extra Help Govt.	12,000.00	1,555.32	10,478.52	87%	1,521.48
7586 - Salaries - Extra Help Trainers	0.00	0.00	34.00		-34.00
7588 - Salaries - Education Coordinato	0.00	0.00	0.00		0.00
7589 - Salaries - Extra Help Prod Asst	12,000.00	443.52	1,029.13	9%	10,970.87
7590 - Salaries - Vacation Replacement	0.00	0.00	0.00		0.00
7620 - Payroll Taxes/Workers Comp					
7621 - Payroll Taxes	21,032.30	1,537.12	11,456.35	54%	9,575.95
7635 - Workers Comp	4,910.34	716.00	3,821.00	78%	1,089.34
7630 - Health/Dental/Vision	50,000.00	2,128.21	11,974.99	24%	38,025.01
7632 - Pension	20,000.00	0.00	396.00	2%	19,604.00
<b>Total 7500 - Operating Salaries &amp; Benefits</b>	<b>219,942.64</b>	<b>15,772.28</b>	<b>117,795.30</b>	<b>54%</b>	<b>102,147.34</b>
<b>Total 6000 - OPERATING EXPENSES</b>	<b>361,492.64</b>	<b>36,940.20</b>	<b>235,215.47</b>	<b>65%</b>	<b>126,277.17</b>



Community Television of Santa Cruz County  
 Profit Loss Budget Performance  
 March  
 2015

	Annual Budget 2014-15	March 2015	March Year to Date	% of Budget Expended	Amount Remaining
6400 · Depreciation Exp-Prod Equip		0.00	0.00		0.00
6405 · Depreciation Exp-Equipment		0.00	0.00		0.00
6410 · Depreciation Exp-Leasehold		0.00	0.00		0.00
6412 · Depreciation - Prod. Vehicle		0.00	0.00		0.00
9100 · Suspense		0.00	0.00		0.00
9920 · Reimbursable Expenses		0.00	0.00		0.00
	0.00	0.00	0.00		0.00
<b>TOTAL EXPENSES</b>	<b>361,492.64</b>	<b>39,269.98</b>	<b>205,608.40</b>	<b>57%</b>	<b>155,884.24</b>
<b>NET INCOME/LOSS</b>	<b>35,642.36</b>	<b>-8,569.29</b>	<b>49,489.66</b>	<b>13.7%</b>	

## Community Television of Santa Cruz County

## Balance Sheet

As of March 31, 2015  
Mar 31, 15

## ASSETS

## Current Assets

## Checking/Savings

1070 · CD 12 month Cert SCCCU	48,108.82
1010 · Checking-SCCCU	109,766.85
1015 · PayPal Checking-SCCCU	29,767.28
1020 · Savings-SCCCU	51,511.77
1030 · Wells Fargo - 50032	2,396.71
1055 · CD Acct 2304 (13 month)	11,846.54
1060 · Savings-Wells Fargo 10445	1,212.28

Total Checking/Savings	<u>254,610.25</u>
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## Accounts Receivable

1115 · Accounts Receivable	8,179.50
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Total Accounts Receivable	<u>8,179.50</u>
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## Other Current Assets

1117 · A/R - Temp. Restricted	416,065.00
1200 · Prepaid Insurance	
1202 · Accident	900.00
1203 · Crime Coverage	235.65
1209 · Liability / D&O (SLIP)	3,502.61
1210 · Property Liability (SPIP)	749.70

Total 1200 · Prepaid Insurance	<u>5,387.96</u>
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1260 · Prepaid Expenses	2,434.49
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1300 · PFG Common Stock	4,931.00
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1400 · Undeposited Funds	575.00
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Total Other Current Assets	<u>429,393.45</u>
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Total Current Assets	692,183.20
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## Fixed Assets

## 1600 · Production Equipment

1700 · Accum Depr-Production Equipment	-464,830.18
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1600 · Production Equipment - Other	677,785.98
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Total 1600 · Production Equipment	<u>212,955.80</u>
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## 1602 · Board of Supervisors Equipment

1702 · Accum Depr-Board of Supervisors	-58,956.90
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1602 · Board of Supervisors Equipment - Other	58,956.90
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Total 1602 · Board of Supervisors Equipment	<u>0.00</u>
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## Community Television of Santa Cruz County

## Balance Sheet

As of March 31, 2015  
Mar 31, 15

1620 · Office Furniture/Equipment	
1720 · Accum Depr-Furniture/Equipment	-79,354.28
1620 · Office Furniture/Equipment - Other	95,916.41
Total 1620 · Office Furniture/Equipment	<u>16,562.13</u>
1625 · Leasehold Improvement	
1725 · Accum Depr-Leasehold Improv.	-108,669.83
1625 · Leasehold Improvement - Other	183,560.92
Total 1625 · Leasehold Improvement	<u>74,891.09</u>
1650 · Future Equipment Replacement	
1750 · Accum Depr-Future Equip Replace	-22,095.53
1650 · Future Equipment Replacement - Other	22,095.52
Total 1650 · Future Equipment Replacement	<u>-0.01</u>
1660 · Production Vehicle	
1760 · Accum Depr-Production Vehicle	-98,879.72
1660 · Production Vehicle - Other	106,108.28
Total 1660 · Production Vehicle	<u>7,228.56</u>
1670 · Broadcasting Equipment	28,933.89
Total Fixed Assets	<u>340,571.46</u>
TOTAL ASSETS	<u>1,032,754.66</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2100 · Accounts Payable	3,723.95
Total Accounts Payable	<u>3,723.95</u>
Credit Cards	
2000 · VISA-SCCCU	1,636.92
Total Credit Cards	<u>1,636.92</u>
Other Current Liabilities	
2125 · Payroll Tax Payable	6.57
2140 · Accrued Vacation	1,473.16
Total Other Current Liabilities	<u>1,479.73</u>
Total Current Liabilities	6,840.60

## Community Television of Santa Cruz County

## Balance Sheet

As of March 31, 2015  
Mar 31, 15

Long Term Liabilities	
2400 · Business Equipment Loan 33736	39,377.67
2300 · Pacifica Capital Equipment Loan	1,103.82
Total Long Term Liabilities	<u>40,481.49</u>
 Total Liabilities	 47,322.09
 Equity	
3015 · Net Assets-Temp Restricted	416,064.46
3900 · Retained Earnings	519,878.45
Net Income	49,489.66
Total Equity	<u>985,432.57</u>
 TOTAL LIABILITIES & EQUITY	 <u>1,032,754.66</u>

**PROPOSED OPERATING BUDGET**

**DRAFT Master DIVCA Operating Budget (July 2015)**  
**Community Television of Santa Cruz County**  
**Fiscal Year 2015-2016**  
**Version: BKR final**

**Proposed Budget**  
**FY 2015-2016**  
**Annual**

**Monthly**

	<i>Account</i>	<i>Total</i>	<i>Total</i>	<i>Notes/Footnotes/Explanations</i>
<b>TOTAL OPERATING REVENUE</b>	<b>4300</b>			
CTV Reserves		0.00	0.00	CTV Reserves
County Operating Funds	4100	200,371.00	16,697.58	
County Board of Supervisors Meetings	4101	16,500.00	1,375.00	Board of Supervisors Meetings
City of Watsonville Government Meetings	4102	8,000.00	666.67	Government Meetings
City of Capitola Government Meetings	4103	16,500.00	1,375.00	Government Meetings
SCMTD Meetings	4104	1,600.00	133.33	Government Meetings
County PEG Fees	4105	0.00	0.00	Moved to Capital Budget
City of Santa Cruz Government Meetings	4106	16,500.00	1,375.00	Government Meetings
Wats/Cap/County Charter Fees	4107	0.00	0.00	Moved to County Operating 4100
SCCRTC Meetings	4108	1,800.00	150.00	Government Meetings
<b>Memberships</b>	<b>4110</b>	<b>48,241.00</b>	<b>4,020.08</b>	Assumes reaching 70% of total capacity in year 1 Assumes 10 months of operation starting at 20% of year 1 capacity & growth of 5% months 1-7 & 10% growth months 8-10
Administration Fees	4111	500.00	41.67	Administrative Services Income
Media Services	4112	500.00	41.67	Media Dubbing Income
Underwriting & Sponsorships	4114	15,000.00	1,250.00	Sponsorships /underwriting
Digital Media Sales	4115	0.00	0.00	Sale of Digital Media
<b>Facility &amp; Equipment Rental</b>	<b>4120</b>	<b>101,216.00</b>	<b>8,434.67</b>	Assumes reaching 70% of total capacity in year 1. Assumes 10 months of operation starting at 20% of year 1 capacity & growth of 5% months 1-7 & 10% growth months 8-10
Classes	4130	15,000.00	1,250.00	Paid Classes
Third Party Agreements	4135	30,000.00	2,500.00	Third Party Production Agreements
Donations	4165	3,000.00	250.00	Donations & Fundraising
Grants/Production Grants	4166	5,000.00	416.67	New Grants
Misc. Income/Interest Income	4185	200.00	16.67	Bank Interest, Etc.
Production Services	4200	12,000.00	1,000.00	Income from Production Services
Special Event Revenue	4600	5,000.00	416.67	Special Event Income from Sports Awards Fundraising Event
<b>Total Operating Revenue</b>		<b>496,928.00</b>	<b>41,410.67</b>	
<b>TOTAL REVENUE</b>	<b>4300</b>	<b>496,928.00</b>	<b>41,410.67</b>	
<b>OPERATING EXPENSES</b>	<b>6000</b>			
<b>PEG Access Services &amp; Supplies</b>	<b>6500</b>			
Advertising	6100	2,000.00	166.67	Advertising
Bank Charges	6300	970.00	80.83	Bank & Pay Pal Fees
Dues & Subscriptions	6600	2,500.00	208.33	Business Dues & Development Dues
D/O, Accident, Crime Insurance	6700	2,500.00	208.33	Corporate Insurance
Office Supplies	7100	2,000.00	166.67	Copy Paper, Pens, & Supplies
Production Expenses	7105	800.00	66.67	Expenses for CTV Productions
Postage/Freight	7200	1,000.00	83.33	Postage & Bulk Mailings
Printing	7205	2,000.00	166.67	Business Cards, Flyers, Etc.
Facility Supplies	7401	500.00	41.67	Janitorial & Cleaning Supplies

**PROPOSED OPERATING BUDGET**

**DRAFT** Master DIVCA Operating Budget (July 2015)  
 Community Television of Santa Cruz County  
 Fiscal Year 2015-2016  
 Version: BKR final

Proposed Budget  
 FY 2015-2016  
 Annual

Monthly

					Notes/Footnotes/Explanations
	<i>Account</i>	<i>Total</i>	<i>Total</i>		
Licenses/Fees/Misc. Taxes	7640	5,250.00	437.50		Business Licenses, Parking Fees & Corporate Taxes
Telephone/Telecommunications	7700	3,000.00	250.00		Telephone (Does not include donated internet/webhosting serv.)
Facility Utilities	7900	0.00	0.00		Included in lease
<b><i>Total PEG Access Services &amp; Supplies</i></b>	<b>6500</b>	<b>22,520.00</b>	<b>1,876.67</b>		

**PROPOSED OPERATING BUDGET**

**DRAFT Master DIVCA Operating Budget (July 2015)**  
**Community Television of Santa Cruz County**  
**Fiscal Year 2015-2016**  
**Version: BKR final**

**Proposed Budget**  
**FY 2015-2016**  
**Annual**

**Monthly**

	<i>Account</i>	<i>Total</i>	<i>Total</i>	<i>Notes/Footnotes/Explanations</i>
<b>Contract Services</b>	<b>6800</b>			
Audit/Payroll Services	6900	14,500.00	1,208.33	Audit & Payroll Services
Contract Services - Studio Production	7001	0.00	0.00	Studio Production Contractors
Contract Services - Janitorial Services	7003	0.00	0.00	Janitorial service
Contract Services - Satellite Consultants	7006	18,000.00	1,500.00	Co-work space consultant
Contract Services - CMAP Services	7007	30,000.00	2,500.00	Executive Director consultant
Contract Services - Consulting/Producing	7010	15,000.00	1,250.00	Contracted Consultants & Website Design/Services
Contract Services - Legal Fees	7110	2,000.00	166.67	Attorney Fees
Contract Services - Production Grants	7910	4,000.00	333.33	Field Production Contractors
<b>Total Contract Services</b>	<b>6800</b>	<b>83,500.00</b>	<b>6,958.33</b>	
<b>Staff Development &amp; Fundraisng Expenses</b>	<b>7000</b>			
Newsletter/Brochure/Annual Reports	7210	0.00	0.00	Newsletter/Brochure/Annual Reports
Training & Conferences	7405	1,000.00	83.33	Staff Training
Travel & Meals	7800	1,000.00	83.33	Staff Mileage
Retreats/Events	7920	500.00	41.67	Annual Board/Staff Retreat
Special Events Expenses	8600	2,000.00	166.67	Special Event Expenses - Sports Awards Fundraising Event
<b>Total Staff Dev. &amp; Fundraising Expenses</b>	<b>7000</b>	<b>4,500.00</b>	<b>375.00</b>	
<b>Operating Salaries/Benefits</b>	<b>7500</b>			
Station Director	7512	60,000.00	5,000.00	
Facilitaties Coordinator	7530	18,000.00	1,500.00	Position added for Satellite / Digital Media Center 6mo.
Accountant	7535	15,000.00	1,250.00	Position added
Media Services Coordinator	7542	40,000.00	3,333.33	Programmer for all channels
Director of Content	7545	30,000.00	2,500.00	Producer, camera, editor for professional productions
Extra Help/Government Technicians	7585	12,000.00	1,000.00	Technicians for Government Meetings
Extra Help/Production Asst.	7589	12,000.00	1,000.00	Production Assistants & Trainers
<b>Total Operating Salaries</b>	<b>7500</b>	<b>187,000.00</b>	<b>15,583.33</b>	
Payroll Taxes	7621	21,032.30	1,752.69	Payroll Taxes
Worker's Comp	7635	3,501.06	291.75	Worker's Compensation
Health/Dental Benefits	7630	24,000.00	2,000.00	Health, Dental, Vision & Life Insurance
Severance/Vacation Payouts	7632	9,500.00	791.67	
<b>Total Benefits &amp; Taxes</b>	<b>7500</b>	<b>58,033.36</b>	<b>4,836.11</b>	
<b>TOTAL OPERATING EXPENSES</b>	<b>6000</b>	<b>355,553.36</b>	<b>29,629.45</b>	
<b>TOTAL EXPENSES</b>		<b>\$355,553.36</b>	<b>\$29,629.45</b>	
<b>TOTAL BUDGET</b>		<b>\$141,374.64</b>	<b>11,781.22</b>	

**PROPOSED CAPITAL BUDGET**

**DIVCA Capital Budget (July 2015)**  
**Community Television of Santa Cruz County**  
**Fiscal Year 2015-2016**

**Proposed BudgetFY**  
**2015-2016**  
**Annual**

**Monthly**

			Notes/Footnotes/Explanations	
	<i>Account</i>	<i>Annual</i>	<i>Monthly</i>	
<b>TOTAL REVENUE</b>	<b>4300</b>			
County PEG Fees	4100	670,100.00	55,841.67	County PEG Fees (Operating Moved to Operating Budget)
Wats/Cap/County Charter PEG Fees	4107	0.00	0.00	Moved to County Operating
<b>Total Capital Revenue</b>		<b>670,100.00</b>	<b>55,841.67</b>	
<b>TOTAL REVENUE</b>	<b>4300</b>	<b>670,100.00</b>	<b>55,841.67</b>	
<b>CAPITAL EXPENDITURES</b>				
<b>Facility</b>	<b>5100</b>			
Property, Cyber Liability, Broadcasters Insurance	6700	11,000.00	916.67	Property, Equip./Broadcasters/Cyber Ins.
Leasehold buildout	7058	240,375.00	20,031.25	Facility buildout includes moving expense
Facility/Equipment Rental	7300	1,000.00	83.33	Equipment Rental for Facility
Facility Lease	7400	144,000.00	12,000.00	maintenance, taxes, landlord building insurance and building management costs.
<b>Total Facility Expenses</b>	<b>5100</b>	<b>396,375.00</b>	<b>33,031.25</b>	
<b>Equipment</b>	<b>5200</b>			
Automation Equipment	7011	7,000.00	583.33	Projected Equipment Replacement (CTV)
Equipment Repair	7051	3,000.00	250.00	Equipment Repair
Prod. Equipment Replacement - Depreciated	7052	100,000.00	8,333.33	Projected Equipment for professional productions
Prod. Equipment Replacement - Non-Depreciated	7053	5,000.00	416.67	Equipment for youth production classes (iPads)
Equipment - Depreciated	7056	150,000.00	12,500.00	Projected Equipment for Studio ,Classroom & Community Use
Equipment - Non-Depreciated	7057	2,500.00	208.33	Projected Equipment for Studio & Community Use
Copy Machine Lease	7215	5,000.00	416.67	Leased Copy Machine
Music License	7059	660.00	55.00	Licence for production music
<b>Total Equipment Expenses</b>	<b>5200</b>	<b>273,160.00</b>	<b>22,763.33</b>	
<b>TOTAL CAPITAL EXPENDITURES</b>	<b>5000</b>	<b>669,535.00</b>	<b>55,794.58</b>	
<b>TOTAL BUDGET</b>		<b>\$565.00</b>	<b>47.08</b>	



**Community Television of Santa Cruz County  
Executive Director's Report to the Board  
April 27, 2015**

**Administration**

**1. Financial:**

- We met with the county to negotiate our contract for July 2015 – June 2018.  
We requested minor changes:
  - o Funding to be delivered quarterly
  - o City and county will pay the actual hourly cost of telecasting government meetings, instead of a flat fee, beginning in FY 2016 /'17
  - o CTV will negotiate its own lease when we move later this year
- We are now doing payroll in house. We found our outside provider to be unreliable and non-responsive. Melanie is now processing our payroll through Quickbooks at a savings of \$500 a month.
- Paid production services are ongoing:  
  
CTV projects in March/April
  - o California Dept. of Public Health FACE Program (April – May)
  - o International Jazz Day  
CTV projects in May
  - o Health Improvement Partnership of Santa Cruz County  
Projects in development
  - o Queer Youth Awards Leadership awards
  - o Prop 63 Transforming Mental Health
- CTV continues to act as fiscal partner for Reel Work Film Festival.

**2. Facilities / Equipment**

- Josh and Nick have built a flypack small enough to fit inside a car but powerful enough to handle a 3 camera shoot. This will support our developing revenue stream from documenting meetings and events.

**3. Personnel:**

- Lindsey Bishop has resigned. We will not be filling her position but will hire an Executive Producer instead.

**Resource Development:**

- The Citizen Journalism class series will begin May 30. This is 4-class series that will be offered through July.
- Director of Content, Josh Becker presented his new Premier editing class this month assisted by volunteer, Lynn Dunton. It was well received and will be presented at CMAP this summer.
- We are exploring a potential collaboration with AMP in Monterey

**Community Involvement:**

- E.D. met with Sen. Diane Feinstein's staff about reversing DIVCA
- E.D. met with Sue Buskey RE: Feinstein meeting
- E.D. met with E.D.s from San Jose, Palo Alto, Mountain View and San Francisco
- E.D. Spoke at Santa Cruz Board of Supervisors meeting
- E.D. Met with Kevin Bowling and Tina Shull

**Public Access****1. Volunteers:**

- Lead by Lynn Dunton CTV continues to hold PSA Days for local non-profits.
- Led by Keith Gudger, the volunteers held 2 successful orientations in April.
- The Second episode of Non-Profit Spotlight is in the works
- The volunteers hosted 11 teens from SCPD's PRIDE program, in the studio. The students were able to explore occupations in Television production.

**2. Training:**

- Josh Becker and Victor Hermann attending the National Association of Broadcasters Meeting last week.

**Government Access Services:**

- Currently we are covering 28 government meetings per month. This is primarily due to increased budget meetings in Capitola and is not a permanent increase.

**Sustainability**

- o New location – we made offers on two buildings on Santa Cruz's eastside. One was declined. One was countered. Our potential partner is developing a counter offer.
- o We continue to explore the structuring of an agreement with potential partner, Satellite Telework Center.

Community Television of Santa Cruz County  
Executive Producer Job Description

**Executive Producer**

Exempt Position

Salary Range: \$45,000 - \$55,000

**Position Description**

The executive producer will initiate and develop outside fee-based, professional production projects, will oversee the production of in house video and television programs.

The executive producer ensures that a project stays on schedule and within budget, assists in the hiring of team members, supervises team members in the completion of projects, and offers the final word of approval on the finished product.

**Essential Duties and Responsibilities of the Executive Producer**

Selects, schedules and supervises crew members to work on projects  
Draws up project budget and ensures that all expenses stay within that budget.  
Approves or denies all requests for materials, equipment, additional time, and additional crew.  
Schedules time frame for completion of contract.  
Oversees day-to-day production processes to ensure activities are running according to schedule.  
Resolves any problems or interruptions in production.  
Reviews finished product to determine its quality and readiness for delivery.  
Organizes and runs production meetings  
Creates and processes production contracts.  
Devises ideas and generates contracts for fee-based project  
Generates ideas and funding for youth media programs  
Manages day-to-day roles of staff members which could include; Director of Content and Programming staff  
Tasks as assigned

**Additional management duties**

Develops timely reports to the Executive Director  
Creates and/or leads production classes for youth groups, non-profits, and the public.  
Supervises production interns

**Required Knowledge, Skills and Abilities**

- Demonstrates strong leadership skills.
- Communicates clearly and effectively.
- Works well with a team.
- Exhibits strong problem-solving skills.
- Maintains professional demeanor.
- Demonstrates knowledge of current media market trends.
- Has broad knowledge of video production techniques and equipment.
- Exhibits familiarity with industry standards.
- Demonstrates ability to formulate a realistic budget.
- Finds funds necessary to support a project.
- Exhibits ability to think both creatively and analytically.
- Possesses excellent time management and multi-tasking skills.

**Education and Experience**

Bachelor's Degree or equivalent experience in video, television or journalism is preferred.  
Strong leadership skills and experience working with clients and creating production bids.

**Work Environment**

Some working hours will be spent in an office setting, holding meetings and processing paperwork.  
Time will also be spent on location or in the studio overseeing daily activity.  
Some travel for meetings and shoots

**CONTRACT BETWEEN THE CITY OF SANTA CRUZ, THE  
COUNTY OF SANTA CRUZ AND COMMUNITY TELEVISION OF  
SANTA CRUZ COUNTY, INC.**

**July 1, 2015**

## AGREEMENT

This agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2015, by and among the City of Santa Cruz, a municipal corporation ("City"), the County of Santa Cruz, a political subdivision of the State of California ("County"), and Community Television of Santa Cruz County, Inc., a nonprofit corporation ("CTV"), who agree as follows:

## RECITALS

1. The City and County desire to provide support for the use of public, educational, and governmental ("PEG") access cable channels provided pursuant to federal law.
2. Community TV has been the organization contracted to provide PEG access services since 1994 by the City and County and is a nonprofit organization.
3. The State Franchise under the Digital Infrastructure and Video Competition Act (DIVCA) provides that certain channel capacity be provided for PEG access.
4. The State Franchise provides that certain payments shall be made by Comcast for support of PEG access channels.
5. The City and County have determined that they will provide support for PEG access through the dedication of funds made available through the State Franchise for this purpose.
6. CTV has indicated its interest in serving the public by providing PEG access services.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

**Section 1. Scope of Services.** In exchange for certain funding provided by the City and County to CTV pursuant to this Agreement, CTV shall provide the following services:

A. Manage Channel Capacity. Comcast has dedicated and will continue to dedicate certain channel capacity to PEG access purposes. CTV will manage this channel capacity.

B. Operate the Public and Educational Access Channel Space and Facilities. CTV will operate the Public and Educational Access channel space and facilities for public access programming purposes in a manner which is consistent with the State Franchise then in effect and in compliance with applicable State, Federal and local laws and policies, with the primary purpose being to support the mission of Community Television to foster community dialogue and individual self-expression through television, the internet, and other electronic media.

C. Operate the Government Access Channel Space and Facilities. CTV will operate the government access channel space and facilities in a manner which is consistent with the State Franchise then in effect and in compliance with applicable State, Federal and local laws and policies, with the primary purpose being to administer, coordinate, assist and provide training at cost to all public agencies in Santa Cruz County. CTV will also facilitate the cablecasting of the meetings of the Santa Cruz County Board of Supervisors and the Santa Cruz City Council.

D. Operate a Community Access Center. CTV will manage a video production facility which shall be available for public use on a scheduled basis acceptable to the parties.

E. Provide Equal Access. CTV will provide access to the equipment, facilities, channel space, and services on a non-discriminatory basis, as described in Section 2, for non-commercial programming purposes, whether for individuals, groups, or organizations, pursuant to operating rules promulgated by CTV and in compliance with applicable State, Federal and local laws and policies.

F. Develop Operating Policies and Procedure. CTV has policies and guidelines for the use, allocation and operation of the equipment, facilities, and channel space on file at their offices. Access to equipment and facilities shall be open to all residents of Santa Cruz County within the Comcast Service Area pursuant to the

State Franchise who satisfactorily complete training classes provided by CTV, which shall be provided on a scheduled basis, or who receive a certification from CTV, identifying said user(s) as having satisfied training requirements through means other than CTV training classes.

G. Compliance with Laws, Rules and Regulations. CTV will administer the PEG access channel space and facilities in compliance with applicable State, Federal and local laws and policies, and in compliance with the State Franchise then in effect and City and County Cable Communications Franchise Ordinance .

H. Training. CTV will facilitate training of residents of Santa Cruz County within the Comcast Service Area pursuant to the State Franchise, and City, County and school or college or other public sector employees located in Santa Cruz County with the Comcast service area with respect to local PEG programming. Training will be facilitated in the techniques of video production, and CTV will further provide technical advice in the execution of productions.

I. Playback/Cablecast. CTV will provide for the playback/cablecasting of programs on the PEG access channel space.

J. [See SECTION 7.A which duplicates this section.]

K. Promotion. CTV will actively promote the use and benefit of PEG access channel space and facilities to cable subscribers, the public, and access users..

L. Locally Produced Programming. CTV will provide a minimum of 56 hours per week of locally produced video programming, pursuant to the State Franchise Agreement.

M. Government Meetings. During FY 2015-2016, CTV will provide one staff member onsite to cablecast 35 County Board of Supervisors and 30 City of Santa Cruz Council meetings at the flat rate of \$33,000 per year. If the City Council or the County Board of Supervisors wish to have additional meetings cablecast during that year, those will be done at the hourly rate set out in Exhibit B – Funding & Fee Schedule. Beginning in FY 2016-2017, CTV will provide one staff member onsite to cablecast every County Board of Supervisor and City of Santa Cruz Council meeting at the hourly rate set out in Exhibit B – Funding & Fee Schedule. Each meeting will be rebroadcast a minimum of 5 times.

N. Digital Uploads. CTV will accept digital uploads of content from producers.

O. Internet Archive. CTV will archive all televised meetings for five years and allow for Internet based on-demand playback of the meetings.



**Section 2. Channel Space - Public.** CTV agrees to keep the public access channel(s) open to all potential users regardless of their viewpoint, subject to FCC regulations and other relevant laws. The City, County, CTV and/or Comcast shall have no authority to control the content of programming placed on the public access channel(s) so long as such programming is lawful. Nothing herein shall prevent CTV, the City, the County or Comcast from producing or sponsoring programming, prevent the City, County, or Comcast from underwriting programming, or prevent the City, County, Comcast or CTV from engaging in activities designed to promote production of certain types of programming or uses by targeted groups as consistent with applicable law and rules for use of the channel(s). CTV may develop and enforce policies and procedures which are designed to promote local use of the channel(s) and make programming accessible to the viewing public, consistent with such time, place, and manner regulations as are appropriate to provide for and promote use of PEG access channels, equipment and facilities.

**Section 3. Indemnification.** CTV shall indemnify, defend, and hold harmless the City and County, its officers, agents and employees and volunteers from and against any and all claims, suits, actions, causes of action, losses, damage, or liabilities of any kind, nature or description including, 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 subcontractors arising out of or resulting from the performance of this Agreement.

CTV shall indemnify and hold harmless City and County, its officers, agents, employees and volunteers from and against any and all claims or injury, arising from or in connections with claims or loss or damage to person or property arising out of the failure to comply with any applicable laws, rules, regulations, or other requirements or local, state or federal authorities, for claims of libel, slander, invasions of privacy, or infringement of common law or statutory copyright, for breach of contract of other injury or damage in law or at equity which claims directly or indirectly, result from CTV use of channels, funds, equipment, facilities or staff granted under this Agreement or franchise agreement.

**Section 4. Copyright Clearance.** Before cablecasting video transmissions, CTV shall require all users to affirm in writing that they have made all appropriate arrangements and obtained all required authorizations from any person or party in order to transmit the user's program material over CTV channels including, but not limited to, any necessary authorization from a station, network, sponsor, music licensing organization, or other representative. CTV shall maintain copies of all such user agreements for the term of the applicable statute of limitations, and shall allow City's or County's inspection of such agreements, upon reasonable notice by City or County.

**Section 5. Copyright and Ownership.** Copyright of programming produced by a user shall be held by such person(s) who produce(s) said programming. CTV shall own the copyright of any programs which it may choose to produce. CTV shall transfer to the City or County copyright of any programming produced by CTV upon termination of this Agreement as provided for in Sections 19 and 20 of this Agreement.

**Section 6. Distribution Rights.**

A. CTV shall require that all programs produced for distribution on PEG channels with funds, equipment, facilities, or staff provided by this agreement be made available for cablecast on the channel space whose use is authorized by this Agreement on an unlimited basis. This subparagraph shall not be interpreted to restrict other distribution (beyond distribution on channels authorized by this Agreement), so long as such other distribution is consistent with the rules and procedures governing such, which shall be promulgated by CTV.

B. At a minimum, at the beginning and end of each day that video programming is cablecast on the channel space whose use is authorized by this Agreement, CTV shall display a credit stating "Partial funding for the operation of this channel is provided by the City of Santa Cruz and the County of Santa Cruz, Comcast Corporation and local cable subscribers." Such credit shall also state that the entire content, including any opinions expressed, in programs on access channel space is the sole responsibility of the individual program producers.

**Section 7. Equipment and Facilities**

A. CTV shall be responsible for maintenance of all equipment and facilities owned, leased or loaned to it under this Agreement or purchased with funds provided pursuant to this Agreement.

B. CTV shall own all equipment and facilities acquired by it and purchased by it and purchased with funds received pursuant to this Agreement, except that upon termination as provided for in Sections 19 and 20 of this Agreement, all equipment or facilities then owned by CTV shall become the property of the City and County.

To secure all of its obligations under this Agreement, CTV hereby grants to City and County a security interest in all of the assets and interests owned or hereafter acquired by CTV including but not limited to, CTV deposit accounts and inventory, and all equipment and fixtures. CTV agrees to take all steps reasonably requested by City of County to perfect and enforce the City's and County's security interest, including the execution and processing of financing statements and continuations statements under the California Uniform Commercial Code. CTV will also notify any institution with whom it now or hereafter maintains any deposit account of the existence of the City's and County's security interest in the account.

C. Upon the dissolution of CTV, it shall, subject to the approval of the City and County, transfer all assets of CTV to the City and County or to such organization or organizations designated by the City and County to manage access.

**Section 8. Insurance.** CTV 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 CTV and may be included in CTV's annual budget. The City and County shall each be named as additional insureds on the insurance policies required by this Agreement.

**Section 9. Non-discrimination in Employment and Service.** CTV will not discriminate against any employee or applicant because of race, color, religion, national origin, ancestry, physical handicap, medical condition (cancer related), marital status, sex, sexual orientation, age (over 40), veteran status or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training including apprenticeship. CTV agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this non-discrimination clause.

In the event CTV's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations or orders, CTV may be declared ineligible for further contracts with the County.

CTV will state that they are an equal opportunity employer in all solicitations or advertisements for employees placed by or on behalf of CTV, and ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical handicap, medical condition (cancer related), marital status, sex, sexual orientation, age (over 40), veteran status or any other non-merit factor unrelated to job duties.

CTV will comply with all provisions of Executive Order 11246, as amended, and of the rules, regulations and orders of the Secretary of Labor, which include furnishing required information and reports.

CTV shall furnish information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, disability and job classifications of its employees to the Affirmative Action Division of the County Personnel Department.

CTV in solicitation for goods or services will make a good faith effort to consider Minority/Disabled Owned Business Enterprises.

Standard Definitions for Minority/Women/Disabled Owned Business Enterprise for the purposes of Santa Cruz County contract compliance procedures shall be as follows:

1. Minority Business Enterprise (MBE) is a small business owned and controlled by one or more minorities or women. Owned and controlled means that:
  - a. at least 51 percent of the small business concern is owned and controlled by one or more minorities or women or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more minorities or women; and
  - b. whose management and daily business operations are controlled by one or more such individuals.
2. A Women Business Enterprise (WBE) is a small business, owned and controlled by one or more women. Owned and controlled means that:
  - a. at least 51 percent of the small business concern is owned and controlled by one or more women; and

b. whose management and daily business operations are controlled by one or more women who own it.

3. A Disabled Owned Business Enterprise (DOBE) is a small business owned and controlled by one of more disabled persons. Owned and controlled means that:

a. at least 51 percent of the small business concern is owned and controlled by one or more disabled persons; and

b. whose management and daily business operations are controlled by one or more disabled persons who own it.

NOTE: Certain projects conducted under state and federal oversight may have additional definitions and requirements.

Where subcontractors will be used, the contractor shall furnish to the County Affirmative Action Office the names, dates and methods of advertisement, and direct solicitation efforts made to subcontract with minority/women/disabled business enterprises.

**Section 10. Independent Contractor.** It is understood and agreed that CTV is an independent contractor and that no relationship of principal/agent or employer/employee exists between City and/or County and any third persons are employed by CTV, such persons shall be entirely and exclusively under the control, direction and supervision of CTV. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment shall be determined by CTV and the City and County shall have no right or authority over such persons or terms of employment.

**Section 11. Assignment and Subletting.** Neither this Agreement nor any interest herein shall be assigned or transferred by CTV, except as expressly authorized in writing in advance by both City and County.

**Section 12. Annual Reports.** Prior to September 15 of each year, CTV shall submit to City and County an annual report for the preceding fiscal year (July 1 - June 30). This report shall contain, at a minimum, the following information:

- A. Statistics on programming and services provided;
- B. Current and complete listing of CTV's Board of Directors; and

C. **Section 13. Records, Fiscal Audit.**

A. CTV shall maintain all necessary books and records in accordance with generally accepted accounting principles.

B. Upon request from City and/or County, CTV shall, at any time during normal business hours, make available all of its records with respect to all matters covered by this Agreement.

C. CTV shall biennially prepare or have prepared and submit to the City and County a fiscal audit by a certified public accountant whose selection shall be approved by City and County.

D. In between audits CTV shall provide a compilation financial report by December 31.

#### **Section 14. Funding.**

1. Comcast has dedicated certain channel capacity to PEG access use. The City and County agree to permit CTV to manage that channel capacity for PEG access programming purposes.

2. The City and County agree to provide funding for lease space for an access facility of CTV's choosing. Said lease shall include any and all payments associated with the lease including but not limited to any payment for any insurance or self insurance necessary to comply with the requirements of the lease.

3. The City and County agree to pay the current lease for the building at 816 Pacific Ave. Santa Cruz, CA until CTV has vacated that location.

4. The City and County agree that they will provide funding to CTV for the provision of PEG access services based on the fee schedule specified in Exhibit B, subject to the collection and payment to the City and County of an equal or greater amount of PEG Fee pursuant to the State Franchise.

5. CTV may establish reasonable usage charges and membership fees and will inform the City and County of those rate changes at budget time.

#### **Section 15. Annual Plan and Budget.**

A. On or before January 15 of each year in which this Agreement is in effect, the County shall provide CTV with an estimate of the amount of funds that will be

available to CTV for the upcoming fiscal year. As used herein, the fiscal year begins on July 1 and ends on June 30.

B. On or before March 30 of each year in which this Agreement is in effect, CTV shall provide to the City and County an Access Activities Plan and Budget (the "Plan") outlining activities and programs planned for the following fiscal year with funds and channel space received pursuant to this Agreement. Such plan shall contain: (1) a statement of anticipated number of hours of local origination programming; (2) training classes planned; (3) other access activities planned by CTV; (4) an operating and capital equipment and facilities budget which reflects funds available to CTV from all sources.

C. The Plan shall be deemed approved by the City and County unless, within sixty (60) days of submission, the legislative bodies of either the City or County affirmatively reject the Plan, or any portion thereof. Payment of any monies pursuant to this Agreement shall be contingent and conditioned upon approval of the Plan by the City and County.

**Section 16. Expenditure of Funds.** CTV shall spend funds received from the City and County solely for the purposes provided for by this Agreement and the Plan. Funds not expended in a fiscal year must be carried over into the succeeding year. Upon termination of this Agreement as provided herein all funds of any kind received from City and County and not expended by CTV shall be returned to City and County. CTV shall provide for such fiscal control and accounting procedures as are necessary to assure proper disbursement and accounting for funds received from City and County.

**Section 17. Receipt of Approved Funds.** For each year in which Grantee has submitted the Plan to the City and County as required under Section 15 of this Agreement, City and County shall make quarterly payments to CTV thirty (30) days after receipt of the Comcast payments for access support pursuant to the approved Plan, or any portion of the Plan which was approved. The City and County may withhold funds relating to a Plan which was disapproved or funds relating to portions or provisions of the Plan which were disapproved.

**Section 18. Funding from other Sources.** CTV may, during the course of this Agreement, receive supplemental funds from other sources, including, but not

limited to fundraising activities which are allowed by law and will not cause it to lose its tax-exempt status.

**Section 19. Term of Agreement.** This Agreement shall be for the period commencing on July 1, 2015 and ending on June 30, 2018. This Agreement may be extended for up to one (1) additional year, thus expiring on June 30, 2019, upon mutual written agreement by the parties, which mutual written agreement shall occur, if at all, no later than May 31, 2018.

**Section 20. Termination of Agreement; Transfer of Assets.**

A. The City and/or County shall have the right upon ninety (90) days written notice to CTV to terminate this Agreement for: (1) breach of any material provision of the Agreement by CTV, provided that CTV may void termination by curing any such breach under this Section A(1) within thirty (30) days of written notification by City and County or within a longer time frame agreed to by City and County and CTV; (2) malfeasance, misfeasance, misappropriation of funds; (3) loss of its 501 (c) (3) status; (4) any violation of federal, state, or local law relating to the subject matter of this agreement (5) a determination by the City and/or County that continuation of the Agreement would not be in the public interest; or (6) loss of funding from the City and/or County.

B. CTV shall have the right, upon ninety (90) days written notice to City and County, to terminate this Agreement in the event of material changes to the franchise agreements presently held by Comcast or if it would be commercially impractical for CTV to continue operations.

C. Upon termination of this Agreement, all equipment, real property, fixtures, contracts, leases, deposit account or other assets owned or held by CTV shall transfer to the City and County. CTV shall execute any necessary documents to document and perfect said transfer.

**Section 21. Time.** Time is of the essence in this Agreement and for the performance of all covenants and conditions of this Agreement.

**Section 22. Cooperation.** Each party agrees to execute all documents and do all things necessary and appropriate to carry out the provisions of this Agreement.

**Section 23. Applicable Law.** This Agreement shall be interpreted and enforced under the laws of the State of California.



**Section 24. Notices.** Any notice required to be given by this Agreement shall be given by certified mail, return receipt requested, and shall be deemed received upon proven delivery properly addressed as follow:

To CTV:                    Executive Director  
                                 816 Pacific Avenue  
                                 Santa Cruz, CA 95060

To City:                    City Manager  
                                 809 Center Street  
                                 Santa Cruz, California 95060

To County:                County Administrative Office  
                                 701 Ocean Street  
                                 Santa Cruz, California 95060

Any party may change its address for notice by written notice to the other party at any time.

**Section 25. Entire Agreement.** This Agreement is the entire agreement of the parties and supersedes all prior negotiations and agreements whether written or oral. This Agreement may be amended only by written agreement and no purported oral amendment to this Agreement shall be valid.

**Section 26. Possessory Interest Tax.** CTV agrees to pay any possessory interest taxes which may be legally levied due to this Agreement, and to indemnify the City and County against any liability for such taxes. This section constitutes notice of the purpose of Revenue and Taxation Code Section 107.6.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

COUNTY OF SANTA CRUZ

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County Administrative Officer

CITY OF SANTA CRUZ

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City Manager

Approved As To Form:

COMMUNITY TELEVISION OF SANTA CRUZ COUNTY, INC

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Rutan & Tucker

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## **Exhibit A**

### **INSURANCE REQUIREMENTS**

CTV, 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. Such insurance coverage shall be primary as respects City and County, and any insurance or self-insurance maintained by County shall be excess of CTV's insurance coverage and shall not contribute to it.

## 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 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 CTV'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, CTV shall maintain such insurance coverage with an effective date earlier or equal to the effective date of the Agreement and continue coverage for a period of three years after the expiration of the Agreement and any extensions thereof. In lieu of maintaining post-contact expiration coverage as specified above, CTV may satisfy this provision by purchasing tail coverage for the claims made policy. Such tail coverage shall, at a minimum, provide coverage for claims received and reported three years after the expiration date of this Agreement.

2. All required Automobile Liability Insurance, Comprehensive or Commercial General Liability Insurance shall contain the following endorsement as a part of each policy.

"The County of Santa Cruz is hereby added as an additional insured as respects

to the operations of the named insured."

3. All the insurance required herein shall contain the following clause:  
It is agreed that this insurance shall be canceled or non-renewed until

thirty

days after the County shall have received written notice of such  
cancellation

or non-renewal. The notice shall be deemed effective the date delivered to  
the

County as evidenced by properly validated return receipt. Such notice shall be

sent to County's Administrator.”

4. CTV agrees to provide City and County at or before the effective date of the Agreement with a certificate of insurance of the coverage required. The certificate shall be sent to Santa Cruz County Auditor-Controller.

5. The vehicles used by CTV employees for transportation to County's facilities shall be covered by Comprehensive or Commercial General Liability Insurance in the minimum amount of \$1, 000, 000 combined single limit, including bodily injury, personal injury, and broad form property damage. such insurance coverage shall include, without limitation:

a. Contractual liability coverage meet integral's indemnification under this Agreement; and adequate to obligations

b. A cross-liability or severability of interest cause.

This coverage may be provided either by CTV or the employee.

## Exhibit B - Funding & Fee Schedule

CTV funding will be done on a not to exceed basis and will be paid to CTV over 4 quarterly payments for each fiscal year starting July 1 - June 30.

ANNUAL FUNDING	
Fiscal year (July 1 - June 30)	Funding
2014-2015	\$291,930 (PEG RESERVES) \$107,000 (DIVCA PEG) \$398,930. TOTAL
2015-2016	\$200,371 (PEG RESERVES) \$655,075 (DIVCA PEG) \$855,446. TOTAL

FEE SCHEDULE		
SERVICE	UNIT	AMOUNT
Public Meeting Coverage	Hourly	<b>\$154.69</b>
Technical Support/maintenance	Hourly	\$82.00
DVDs	Each	\$25