



816 Pacific Avenue
Santa Cruz, CA 95060

BOARD OF DIRECTORS
Regular Meeting
February 22, 2016

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, Mathilde Rand, Lou Tuosto, Adam Wade, Tom Manheim, Larry Laurent, Maitreya Maziarz

[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 January 25, 2016
5. Approve Recommendation of Finance Committee to Accept the Updated 2015-16 Budget *
6. Accept Minutes of Finance Committee Meeting of February 16, 2016 *
7. Accept Minutes of Personnel Committee Meeting of February 11, 2016 *
8. Approve Recommendation of the Personnel Committee to Accept the Media Services Manager Job Description and Salary Range (with requirement that Executive Director confirm exempt job status with attorney)*
9. Approve Recommendation of the Personnel Committee to Accept the Coworking Community Coordinator Job Description and Salary Range *
10. Accept Minutes of Governance Committee Meeting of February 4, 2016 *

REGULAR AGENDA

11. Approve Executive Director Contract for 2015-16 *
12. Oral Report of Executive Director *
13. Approval of Capital Expenditure Items
As recommended by the Executive Director *
14. Recommendations of the Governance Committee to Approve the Youth Grant Program
Documents to Approve include Guidelines, Application Form and Contract *
15. Oral Report of Vice Chair and Volunteer Advisory Committee
16. Oral Report of Board Chair.
17. Board Member / Staff Requests for Specific Items to Appear on next Meeting Agenda
18. Announcements.
19. 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**



816 Pacific Avenue
Santa Cruz, CA 95060

EXECUTIVE COMMITTEE
Regular Meeting
February 22, 2016

A G E N D A

5:30 P.M.
Offices of the Corporation

1. Roll Call

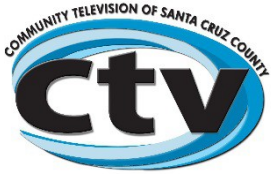
Keith Gudger (Chair), Nathan Benjamin, James Fisher, Joe Hall, Mathilde Rand, Lou Tuosto, Adam Wade, Tom Manheim, Larry Laurent, Maitreya Maziarz

[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
January 25, 2016

MINUTES

5:30 P.M.
Offices of the Corporation

1. Roll Call

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

Absent:

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 *

Organizing Board Meeting Minutes of November 23, 2015.

5. Approve Recommendation of Finance Committee to Accept the November 30, 2015 Financial Statements *

6. Approve Recommendation of Finance Committee to Accept the December 31, 2015 Financial Statements *

7. Accept Minutes of Finance Committee Meeting of November 20, 2015.

8. Accept Minutes of Finance Committee Meeting of January 19, 2016.

9. Approval of Board Resolution 001-2016 Regarding Bank Signatories *

Rand moved to approve with changes to the DVCA spelling, Fisher second. Approved Unanimously

REGULAR AGENDA

10. Oral Report of Executive Director.

Given. Executive Director gave presentation on the new facility and reported that the buildout was on budget.

11. Oral Report of Vice Chair and Volunteer Advisory Committee.

Given.

12. Oral Report of Board Chair.

Given. Board Chair Gudger reported that Community Television is working with the County of Santa Cruz to create a grant program to provide video hardware to local non-profits by using DIVCA funds. Grant would provide hardware for 3-years with the expectation the organization would provide content to Community Television. Director Wade asked for more explanation regarding the DIVCA funds. Board Chair Gudger explained that the County anticipates higher DIVCA revenues than had been budgeted. The DIVCA funds can only be used for capital purchases and this grant would be consistent with Community Television's charter.

13. Board Member / Staff Requests for Specific Items to Appear on next Meeting Agenda

None

14. Announcements

Chair Gudger thanked the volunteers that were working on the meeting. These minutes are scheduled for approval on February 2016 meeting.

15. Adjournment to the next regularly scheduled meeting

Wade motioned to adjourn at 5:57 p.m., Rand second

Approved unanimously

Approved: _____
Board Chair

Attest: _____
Board Secretary

PROPOSED OPERATING BUDGET

Updated Master DIVCA Operating Budget (July 2015)
 Community Television of Santa Cruz County
 Fiscal Year 2015-2016
 Version: Master Updated 2_11_16

REVISED
 Proposed
 Budget
 FY 2015-2016
 Annual

Monthly

APPROVED
 Proposed
 Budget
 FY 2015-2016
 Annual

		Account	Total	Total	Notes/Footnotes/Explanations	Total	Delta \$\$	Delta %%
TOTAL OPERATING REVENUE		4300						
CTV			0.00	0.00	CTV Reserves			
County Operating Funds	4100		200,371.00	16,697.58		200,371.00	0.00	0.0%
County Board of Supervisors Meetings	4101		16,500.00	1,375.00	Board of Supervisors Meetings	16,500.00	0.00	0.0%
City of Watsonville Government Meetings	4102		4,000.00	333.33	Government Meetings reduced	8,000.00	-4,000.00	-50.0%
City of Capitola Government Meetings	4103		8,000.00	666.67	Government Meetings reduced	16,500.00	-8,500.00	-51.5%
SCMTD Meetings	4104		1,600.00	133.33	Government Meetings	1,600.00	0.00	0.0%
City of Santa Cruz Government Meetings	4106		16,500.00	1,375.00	Government Meetings	16,500.00	0.00	0.0%
SCCRTC Meetings	4108		2,000.00	166.67	Government Meetings Raised	1,800.00	200.00	11.1%
SCWD meetings	4109		4,000.00	333.33	Government Meetings New Account	0.00	4,000.00	#DIV/0!
Memberships	4110		7,095.00	591.25	Assumes reaching 70% of total capacity in year 1 Assumes 3 months of operation starting at 20% of year 1 capacity & growth of 5% months 1-3	48,241.00	-41,146.00	-85.3%
Administration Fees	4111		500.00	41.67	Administrative Services Income	500.00	0.00	0.0%
Media Services	4112		500.00	41.67	Media Dubbing Income	500.00	0.00	0.0%
Underwriting & Sponsorships	4114		0.00	0.00	Sponsorships /underwriting removed - no sports programing	15,000.00	-15,000.00	-100.0%
Digital Media Sales	4115		225.00	18.75	Sale of Digital Media	0.00	225.00	#DIV/0!
Facility & Equipment Rental	4120		18,677.00	1,556.42	Assumes reaching 70% of total capacity in year 1. Assumes 3 months of operation starting at 20% of year 1 capacity & growth of 5% months 1-3 (plus CTV rentals)	101,216.00	-82,539.00	-81.5%
SLVWD meetings	4121		4,600.00	383.33	New Account	0.00	4,600.00	#DIV/0!
PVUSD	4122		3,350.00	279.17	New Account	0.00	3,350.00	#DIV/0!
Classes	4130		1,000.00	83.33	Paid Classes reduced to 3 months of classes	15,000.00	-14,000.00	-93.3%
Third Party Agreements	4135		0.00	0.00	consolidated in "Paid Production Services"	0.00	0.00	#DIV/0!
Donations	4165		1,000.00	83.33	Donations & Fundraising	3,000.00	-2,000.00	-66.7%
Grants/Production Grants	4166		0.00	0.00	New Grants	5,000.00	-5,000.00	-100.0%
Fiscal Sponsorship	4170		500.00	41.67	Reel Work Film Fest - New Account	0.00	500.00	#DIV/0!
Misc. Income/Interest Income	4185		12,000.00	1,000.00	Bank Interest, Etc./ equipment liquidation raised Where is the amazon/ebay money going? It should be here.	200.00	11,800.00	5900.0%
Paid Production Services	4200		110,000.00	9,166.67	Income from production services	42,000.00	68,000.00	161.9%
Production CMAP	4240		2,000.00	166.67		0.00	2,000.00	#DIV/0!
Special Event Revenue	4600		0.00	0.00	Special Event Income from Sports Awards Fundraising Event	5,000.00	-5,000.00	-100.0%
Total Operating Revenue			414,418.00	34,534.83		496,928.00	-82,510.00	-16.6%
TOTAL REVENUE	4300		414,418.00	34,534.83		496,928.00		

OPERATING EXPENSES		6000						
PEG Access Services & Supplies		6500						
Advertising	6100		2,000.00	166.67	Advertising	2,000.00	0.00	0.0%
Bank Charges	6300		970.00	80.83	Bank & Pay Pal Fees	970.00	0.00	0.0%
Dues & Subscriptions	6600		2,500.00	208.33	Business Dues & Development Dues	2,500.00	0.00	0.0%
D/O, Accident, Crime Insurance	6700		2,500.00	208.33	Corporate Insurance	2,500.00	0.00	0.0%
Office Supplies	7100		2,000.00	166.67	Copy Paper, Pens, & Supplies	2,000.00	0.00	0.0%
Production Expenses	7105		28,000.00	2,333.33	Expenses for CTV paid productions RAISED	800.00	27,200.00	3400.0%
Postage/Freight	7200		1,000.00	83.33	Postage & Bulk Mailings	1,000.00	0.00	0.0%
Printing	7205		2,000.00	166.67	Business Cards, Flyers, Etc.	2,000.00	0.00	0.0%
Facility Supplies	7401		500.00	41.67	Janitorial & Cleaning Supplies	500.00	0.00	0.0%
Licenses/Fees/Misc. Taxes	7640		5,250.00	437.50	Business Licenses, Parking Fees & Corporate Taxes	5,250.00	0.00	0.0%
Telephone/Telecommunications	7700		3,000.00	250.00	Telephone (Does not include dontated internet/webhosting serv.)	3,000.00	0.00	0.0%
Facility Utilities	7900		0.00	0.00	Included in lease	0.00	0.00	#DIV/0!
Total PEG Access Services & Supplies	6500		49,720.00	4,143.33		22,520.00	27,200.00	

PROPOSED OPERATING BUDGET

Updated Master DIVCA Operating Budget (July 2015)
 Community Television of Santa Cruz County
 Fiscal Year 2015-2016
 Version: Master Updated 2_11_16

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

Monthly

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

				Notes/Footnotes/Explanations		Total	Delta \$\$	Delta %%
Account	Total	Total	Total					
Contract Services	6800							
Audit/Payroll Services	6900	7,250.00	604.17	Audit & Payroll Services reduced to compliation instead of audit	14,500.00	-7,250.00	-50.0%	
Contract Services - Studio Production	7001	0.00	0.00	Studio Production Contractors	0.00	0.00	#DIV/0!	
Contract Services - Janitorial Services	7003	0.00	0.00	Janitorial service	0.00	0.00	#DIV/0!	
Contract Services - Satellite Consultants	7006	4,500.00	375.00	Co-work space consultant reduced to 3 months	18,000.00	-13,500.00	-75.0%	
Contract Services - CMAP Services	7007	30,000.00	2,500.00	Executive Director consultant	30,000.00	0.00	0.0%	
Contract Services - Consulting/Producing	7010	15,000.00	1,250.00	Contracted Consultants & Website Design/Services	15,000.00	0.00	0.0%	
Contract Services - Legal Fees	7110	5,000.00	416.67	Attorney Fees - Lease issues (Raised)	2,000.00	3,000.00	150.0%	
Contract Services - Production Grants	7910	0.00	0.00	Field Production Contractors reduced	4,000.00	-4,000.00	-100.0%	
Total Contract Services	6800	61,750.00	5,145.83		83,500.00	-21,750.00	-26.0%	
Staff Development & Fundraising Expenses	7000							
Newsletter/Brochure/Annual Reports	7210	0.00	0.00	Newsletter/Brochure/Annual Reports		0.00		
Training & Conferences	7405	0.00	0.00	Staff Training	1,000.00	-1,000.00	-100.0%	
Travel & Meals	7800	3,000.00	250.00	Staff Mileage Raised	1,000.00	2,000.00	200.0%	
Retreats/Events	7920	0.00	0.00	Annual Board/Staff Retreat	500.00	-500.00	-100.0%	
Special Events Expenses	8600	1,000.00	83.33	opening event	2,000.00	-1,000.00	-50.0%	
Total Staff Dev. & Fundraising Expenses	7000	4,000.00	333.33		4,500.00	-500.00		
Operating Salaries/Benefits	7500							
Executive Producer	7512	60,000.00	5,000.00		60,000.00	0.00	0.0%	
Coworking Community Coordinator	7530	8,319.00	693.25	Position added for Satellite / Digital Media Center 3mo.	18,000.00	-9,681.00	-53.8%	
Accountant	7535	15,000.00	1,250.00	Position added	15,000.00	0.00	0.0%	
Media Services Coordinator	7542	40,000.00	3,333.33	Programmer for all channels	40,000.00	0.00	0.0%	
Director of Content	7545	53,000.00	4,416.67	Camera/editor - had intended to loan out to CMAP but needed fulltime at CTV	30,000.00	23,000.00	76.7%	
Government Technicians	7585	12,000.00	1,000.00	Technicians for Government Meetings	12,000.00	0.00	0.0%	
Extra help / Production Asst.	7589	12,000.00	1,000.00	Production Assistants, Trainers	12,000.00	0.00	0.0%	
Total Operating Salaries	7500	200,319.00	16,693.25		187,000.00	13,319.00	7.1%	
Payroll Taxes	7621	21,032.30	1,752.69	Payroll Taxes	21,032.00	0.30	0.0%	
Worker's Comp	7635	2,000.00	166.67	Worker's Compensation	3,501.06	-1,501.06	-42.9%	
Health/Dental Benefits	7630	24,000.00	2,000.00	Health, Dental, Vision & Life Insurance	24,000.00	0.00	0.0%	
Severance/Vacation Payouts	7632	9,500.00	791.67		9,500.00	0.00	0.0%	
Total Benefits & Taxes	7500	56,532.30	4,711.03		58,033.06	-1,500.76	-2.6%	
TOTAL OPERATING EXPENSES	6000	372,321.30	31,026.78		355,553.06	16,768.24	4.7%	
TOTAL EXPENSES		\$372,321.30	\$31,026.78		\$355,553.06	16,768.24	4.7%	
TOTAL BUDGET		\$42,096.70	\$3,508.06		\$141,374.94	-99,278.24	-70.2%	

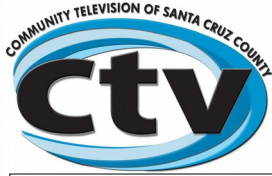
PROPOSED CAPITAL BUDGET

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>	
TOTAL REVENUE	4300			
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		60,918.18	Moved to County Operating
Total Capital Revenue		670,100.00	116,759.85	
TOTAL REVENUE	4300	670,100.00	116,759.85	
CAPITAL EXPENDITURES				
Facility	5100			
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.
Total Facility Expenses	5100	396,375.00	33,031.25	
Equipment	5200			
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
Total Equipment Expenses	5200	273,160.00	22,763.33	
TOTAL CAPITAL EXPENDITURES	5000	669,535.00	55,794.58	
TOTAL BUDGET		\$565.00	60,965.27	



816 Pacific Avenue
Santa Cruz, CA 95060

**BOARD OF DIRECTORS
Finance Committee Meeting
January 16, 2016**

MINUTES

4:00 P.M.
Offices of the Corporation

1. Attendance

(Chair) Joe Hall, Keith Gudger, Tom Manheim

2. Oral Communications

Any person may address the Committee 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 Committee.

There were no oral communications.

REGULAR AGENDA

3. Updated 2015-2016 Budget

Joe Hall opened the discussion of the Updated 2015-2016 Budget, Becca King Reed explained a number of adjustments to the 2015-2016 budget reflecting changes in the revenues due to the delayed schedule of the new studio's opening and other adjustments. Tom Manheim and Keith Gudger commented on a number of items in terms of the changing financial projections and costs.

In summary Keith Gudger commented that the budget was approximately \$100,000 short in terms of revenue and costs. Becca King Reed stated that at present there were sufficient reserves to cover this shortage, however she wanted to insure the new studio was opened on schedule.

Following this discussion it was then moved by Keith Gudger and seconded by Joe Hall to approve the Updated 2015-2016 Budget submitted to the Finance Committee by the Executive Director. The motion passed unanimously.

4. January 2015 Financial Reports

Due to a computer malfunction this item was not available to review.

5. Adjournment.

On the motion of Keith Gudger and second of Tom Manheim the meeting was adjourned.



816 Pacific Avenue
Santa Cruz, CA 95060

MINUTES

**BOARD OF DIRECTORS
Personnel Committee Meeting
February 11, 2016
5:00 P.M.**

Offices of the Corporation

1. Attendance

(Chair) Keith Gudger, Nathan Benjamin, Mathilde Rand

2. Oral Communications

Any person may address the Committee 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 Committee.

No one addressed the Committee.

REGULAR AGENDA

3. Discussion / Action on Job Descriptions*

After discussion as to whether the Media Services Manager could be classified as an exempt position, Benjamin moved and Rand seconded to accept the Job Description and Salary Range if the Executive Director's consultation with a Personnel Attorney confirms. Approved unanimously.

Suggestions for several changes to the Coworking Community Coordinator position were approved on a motion by Benjamin and a second by Rand. Approved unanimously.

4. Adjournment

On motion by Rand, seconded by Benjamin the meeting adjourned at 5:50 PM.

Job Description:

Media Services Manager

Full-time, exempt, career position

Wage range: \$40,000 – \$50,000 annual salary

Reports to Executive Director

Programing

- Curates and schedules programming for 3 cable channels
- Monitors remote telecasts for quality
- Monitors all live broadcasts from CTV Studios
- Enters titles, TRT and other data into the digital Master Control database system
- Maintains meta data for all video sources.
- May from time to time participate in staff productions.
- Coordinates volunteers to keep the Community Calendar up to date

Government Meetings

- Manages government technician team including training and scheduling of technicians
- Provides on call support to field technicians when needed
- Point of contact for government customers
- Records and telecasts live /streaming government meetings
- Provides editing for government meetings if needed
- Participates hiring/terminations of government operator staff
- Maintains accurate records, creates with reports as requested

Technical

- Performs basic maintenance of CTV equipment and computers on and off site
- Administrates Google Suite for all CTV employees
- Other duties as assigned

MINIMUM QUALIFICATIONS

Knowledge, Skills and Abilities

- Understanding of standard office computers, software and online programs, including but not limited to Word, Excel, PowerPoint, Access, Google suite, use of databases.
- Understanding of video equipment and playback systems, including

basic video editing systems, video graphics systems

- Ability to learn new technology

Demonstrated Ability to

- Monitor the channels and adjust video and audio for consistent quality
- Operate media playback systems
- Ability to train new hires to use Tricaster systems and to record and telecast government meetings

Additional Requirements

- Must have use of a personal vehicle for business travel within Santa Cruz County

DESIRABLE QUALIFICATIONS

- Knowledge of Adobe PhotoShop, Illustrator and various character generation platforms
- Type accurately at least 45 wpm

Job Description:

Coworking Community Coordinator (CCC)

Full Time

Wage range: \$15 – \$17 per hour, with benefits

Reports to Executive Director

The Coworking Community Coordinator (CCC) works to grow an active, happy, productive community of independent workers operating in the Satellite Coworking Center (the Center). The CCC makes sure all Center members feel welcome, comfortable and a part of the community with access to a clean/organized workspace. The CCC connects members to each other and to resources that they need to be successful in their business endeavors. The CCC hosts member events, is charming and tactful but firm when needed. The CCC helps to market the Center through social media (twitter, facebook, newsletters), provides upbeat tours and follows our sales process to get the right people into the Center and keep it at capacity. The CCC signs up members in our system, gets them on all the right email lists and assures connectivity to the Internet and printer for a seamless experience.

Typical duties include

Coworking

- Provide tours and help potential members
- Assist new Center members, walk-ins or call-ins
- Respond to Center member questions/concerns as they arise
- Help with marketing - Craigslist, events, signs, social media
- Post and process charges
- Forward invoices to accounting
- Distribute mail/packages as they arrive
- Open and close the Center
- Daily center maintenance
- Create/arrange doortags/signs
- Update website and social media with any new events/news
- Respond to emails
- Call/email all active Salesforce leads
- Input survey results and new contacts in Salesforce
- Call/email any needed contacts regarding events (vendors, sponsors, media, etc.)
- Create documents/copy regarding upcoming events
- Log into Camera System to confirm all cameras are operating/purge saved data bi-monthly
- Generate weekly AR report, contact all members with outstanding balance
- Check and refill document supply – brochures, new member packets, etc.
- Do End of Month closing
- Review content on listing service websites

- Solicit feedback / input from members & community

Digital Media

- Rent, Check-out and Check in video equipment
- Note broken equipment and follow our repair process
- Handle check in/out of studio, edit suites, screening room
- Ready studio, edit suites, screening room
- Return rented studio, edit suites and screening room to neutral
- Coordinate A/V needs (e.g. events, meetings, screenings)
- Curate event series
- Answer general media equipment questions

Qualifications:

- Excellent customer service skills with an exceptionally upbeat and positive attitude “people person”
- GED or above with additional vocational training, college preferred
- Strong verbal communication skills
- Communicates clearly in writing
- Proficient with spreadsheet software
- Proficient in use of social media platforms
- Proficient in the use of various digital media platforms
- Learns new software quickly
- Basic knowledge of video equipment
- Computer literate
- Comfortable with Microsoft Office
- Familiar with standard office equipment
- Sales aptitude
- Physically capable of moving boxes and or furniture weighing as much as 50 lbs.
- Strong attention to detail
- Handles confidential information professionally
- Able to keep up with a fast paced work environment with little or no supervision
- Works well with others and be part of the team
- Organizational skills; prioritizes workloads
- Remains calm under pressure, able to multi-task

Desirable Qualifications

- Experience with multiple computer platforms
- Familiar with Constant Contact or similar system
- Proficient with Photoshop
- Registered Notary Public for the state of California is a plus
- Experience in television or video production



816 Pacific Avenue
Santa Cruz, CA 95060

AGENDA

BOARD OF DIRECTORS
Governance Committee Meeting
February 4, 2016
5:00 P.M.

Offices of the Corporation

1. Roll Call

Present: (Chair) Keith Gudger, Tom Manheim, Joe Hall, Nathan Benjamin, Mathilde Rand

Absent: None

2. Oral Communications

No one addressed the committee.

REGULAR AGENDA

3. Discussion / Action on a CTV Youth Organization Grant Program

Benjamin moved to recommend that the CTV Board form a Grant Committee comprised of Board members and the Executive Director. Rand seconded, approved unanimously.

4. Discussion / Action on Budget and Proposed Equipment

Benjamin moved that the committee bring to the Board of Supervisors a budget value between \$100,000 and \$150,000 chosen by the Executive Director to maximize the grant value for the greater good, and that the committee accept the equipment packages proposed by the Executive Director. Manheim seconded, approved unanimously.

5. Discussion / Action on Grant Application Form, Guidelines and Contract

The committee recommended many small changes to the proposed documents. Changes to the "Guidelines" included removing religious organizations and partisan political organizations from the We Don't Fund list and renaming the list to "Grants will not be provided for." Also suggested was adding an "expectation that grantee will upload at least 1 hour of content the first year, 2 hours the second year, and three hours the third year" of the grant period. The contract should include a section stipulating that the grantee "shall use all reasonable measures to insure the reasonable care and safety of the equipment", and that the application form be incorporated by reference into the contract. We will also include an indemnity section in the contract. Beyond "results", the application form should request the grantee describe what programming

deliverables they will provide.

Manheim moved that the Chair make the suggested changes and take these documents to the CTV board at the February meeting. Rand seconded, approved unanimously.

6. Adjournment.

Meeting adjourned at 6:20 PM on motion by Manheim, seconded by Rand, approved unanimously.

MANAGEMENT CONSULTING AGREEMENT

A. GENERAL TERMS OF AGREEMENT

1. **PARTIES:** This Agreement is entered into between Community Television of Santa Cruz, Inc. ("CTV") and Community Media Access Partnership, Inc. ("CMAP"). The respective Boards of CTV and CMAP have authorized its execution.
2. **GENERAL:** Under this Agreement, CMAP staff, as set forth below, will provide consulting services to CTV in order to support the management and administration of the operations of CTV and its staff, in full compliance with all applicable laws and regulations governing the operation of Public Education and Government television. Signed copies of this Agreement will be delivered to the County Administrator of the County of Santa Cruz and the City Manager of the City of Santa Cruz. The majority of the consulting services shall be provided by the CMAP Executive Director ("Director") with support from other CMAP staff, none of whom shall be deemed to be employees of CTV for any purposes herein. CMAP and CTV (collectively, "Parties") agree to work cooperatively to address issues and concerns that may arise from time to time by the City or County of Santa Cruz.
3. **TERM AND TERMINATION:** The term of this Agreement is December 1, 2015 through November 30, 2016. 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.
4. **CONTRACT AMOUNT AND PAYMENT PROVISIONS:** Total payments by CTV to CMAP under this Agreement shall not exceed **\$30,000.00**. Payments will be made monthly for services under this Agreement and shall be properly invoiced by CMAP to CTV and include both the provision of staffing, as discussed herein, and such other costs as may be incurred. Monthly charges shall not exceed **\$2500.00**. CTV will provide an initial deposit of **\$2500.00** upon execution of this Agreement.

B. CMAP RESPONSIBILITIES

The services contemplated by this Agreement shall include but not be limited to 33% of the Director's time spent performing job related duties in the course of his or her employment by CMAP. Any substitution of CMAP staff to provide those services which are part of the Director's 33% time commitment shall require the separate written agreement of the Parties.

Nothing in this Section B shall change the employment relationship between CMAP and the Director. CMAP shall reserve all exclusive rights as to the employment, compensation and discipline of the Director. Notwithstanding the exclusive right of CMAP to set the compensation of the Director, the maximum payment to CMAP from CTV for the services of the Director shall not exceed the amounts set forth above under Section A.4.

The Director shall be responsible for those duties of the CTV Executive Director as can be reasonably accomplished within the agreed upon 33% time commitment. The specific areas for which the Director shall consult with and provide guidance to the CTV Station Director and CTV staff shall include but not be limited to the following:

1. Oversight and management of the programs, contracts, and operations of CTV, as set forth by the CTV Board of Directors, including but not limited to preparation of a written monthly report regarding such matters, to be presented to the CTV Board of Directors and the County Administrator of the County of Santa Cruz. The CTV Station Director shall be responsible for making all presentations to county staff, CTV Board of Directors, and other municipal bodies.
2. Management of the finances of CTV in accordance with generally accepted accounting practices, the approved budget, and using the financial systems of CTV. The funds of CTV shall not be co-mingled in any way with the funds of CMAP. The Director shall oversee preparation of a written monthly report regarding the financial activities of CTV, to be presented to the CTV Board of Directors, with copies to the County Administrator of the County of Santa Cruz and the City Manager of the City of Santa Cruz. The Director shall assure the operations are con-

ducted so as to comply with the requirements of CTV's mandatory annual independent audit.

3. Supervision, evaluation, and management of CTV personnel, to assure that staffing is sufficient to fulfill the functions of CTV's operations, including assignment of work duties consistent with CTV's personnel policies and procedures. Any personnel issues or adverse actions to be taken against any CTV employee shall require the approval of the Personnel Committee of the CTV Board of Directors. Given the goal of staff reduction under DIVCA, any staff hiring shall require the approval of the CTV Personnel Committee.
4. Providing training to CTV employees sufficient to enable them to perform all duties necessary to fulfill the tasks and functions of their jobs.
5. Assuring that the CTV programming service meets all requirements set forth in county, state, and federal laws and regulations.
6. Preparation of the CTV Budget for Fiscal Year 2016-2017, and submission of said Budget to the CTV Board of Directors for their review and approval not later than March 1, 2016.
7. Submission of an annual report to the County Administrator of the County of Santa Cruz and the City Manager of the City of Santa Cruz, not later than November 1, 2016, as required by CTV's contract with the County of Santa Cruz.

C. CTV RESPONSIBILITIES

CTV will collaborate and work closely with CMAP, and specifically the Director, to accomplish the deliverables arising under this Agreement. CTV staff, including but not limited to the CTV Station Director, shall act under the direction of the Director and the CTV Board of Directors in acting to accomplish the terms and obligations arising under this Agreement, and provide the majority of any administrative tasks required. The efforts of the CTV staff, including but not limited to the CTV Station Director and the CTV Board of Directors, shall include but not be limited to:

1. Providing input to the Director regarding the operations and financial management of CTV
2. Providing input regarding the required written monthly reports discussed at Sections B.1. and B.2. above.
3. Providing input regarding an annual report to the County Administrator of the County of Santa Cruz and the City Manager of the City of Santa Cruz, as discussed at Section B.7. above.
4. Providing input to the Director, as needed, to address personnel matters, and work with the CTV Personnel Committee to address staffing problems and any hiring decisions. Provide written decisions on such matters as needed.
5. Providing input to the Director and the County's Director of Information Services to complete a Budget for Fiscal Year 2016-2017, as discussed at Section B.6. above.
6. Providing input regarding Public, Education and Government (PEG) requirements resulting from any contract between CTV and the County of Santa Cruz and the City of Santa Cruz.
7. Using best efforts to seek sponsorships, grants, off-sets, revenue and fundraising to achieve a minimum of 50% of the total CTV operating costs (salary, benefits, costs and overhead) by June 30, 2016. Additionally, to work towards a goal of full self-sustainability by July 1, 2016.
8. Providing input and assistance in responding, as they may arise, to questions posed by the County and City of Santa Cruz in a timely fashion.
9. Providing input and assistance in maintaining office space, equipment, machines and supplies to perform the function of the program directives.
10. Vesting in the Director, consistent with the Articles and Bylaws of CTV, the powers and authority necessary to carry out

the Director's responsibilities elaborated in this Agreement.

11. Making available the administrative support of the CTV staff, the CTV Board of Directors, and CTV Counsel in dealing with claims, grievances and complaints brought by employees of CTV.
12. Notwithstanding any provisions to the contrary contained in the CTV Bylaws, the CTV Board of Directors by approval of this Agreement is authorizing the actions set forth in this Agreement. If inconsistencies are found, this Agreement shall govern.

D. DISPUTE RESOLUTION

In the event of a dispute between the Director and CTV regarding the Director's performance of the duties contemplated under this Agreement, CTV and CMAP shall each appoint a committee for the purpose of resolving the issue(s) in dispute. Nothing contained in this Section D is intended to limit the authority of the Parties hereto to terminate this Agreement pursuant to the termination provisions set forth above. Likewise, nothing contained in this Section D is intended to supplant or modify the provisions contained in Section B above regarding the employment status of the Director.

E. INDEMNIFICATION AND INSURANCE

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

- a. CMAP 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 CMAP, 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. CTV shall be named as an additional insured on CMAP's insurance policies required by this Agreement. Likewise, CMAP shall be named as an additional insured on CTV's insurance policies required by this Agreement.

F. MISCELLANEOUS

1. All notices by the Parties 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) County of Santa Cruz
816 Pacific Avenue
Santa Cruz, CA 95060

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

Community Media Access Partnership (CMAP)
County Administrative Office
P.O. Box 1273
Gilroy, CA 95021-1273

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

2. In the event that any dispute or litigation arises as a result of this Agreement, the prevailing party in such a dispute shall be indemnified and reimbursed by the non-prevailing party for any and all legal fees and costs or such other fees and costs as may arise from said dispute.
3. This Agreement is the entire, final, and complete agreement of the Parties relating to the subject of this Agreement, and supersedes and replaces all prior or existing written and oral agreements between the Parties or their representatives relating thereto.
4. No amendment or modification of this Agreement shall be effective unless in a writing executed by both Parties.
5. The interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the laws of the State of California. Only the California courts (state and federal) will have jurisdiction over any controversies regarding this Agreement.
6. Proper venue for any action or other proceeding involving such a controversy shall be the County of Santa Cruz.
7. If any provision of this Agreement is held to be invalid or unenforceable, all remaining provisions will continue in full force and effect.
8. This Agreement may be executed in multiple counterparts, all of which shall be deemed originals, and with the same effect as if all Parties had signed the same document.
9. Section headings are provided solely for convenience and shall be without legal effect in the interpretation of this Agreement.
10. The date of execution shall have no effect regarding the term of the Agreement, as defined at Section A.3. above; and all services performed by either party for the other during the term of this Agreement, as defined at Section A.3. above, shall be controlled by this Agreement.
11. The Parties hereby acknowledge that each was afforded ample time to have this Agreement reviewed by independent counsel, and was informed by their attorneys of the rights, duties and obligations arising under this Agreement.

EXECUTION: By mutual agreement of all the signers, this contract is agreed to commencing December 1, 2015 through November 30, 2016. In witness whereof, the Parties have executed this contract by their duly authorized representatives.

CMAP

CTV

By: _____
Board Chair

By: _____
Board Chair

Dated: _____

Dated: _____

Approved as to form:

Approved as to form:

CMAP Counsel

CTV Counsel

Ratification recommended by:

Charles Richburg – Board Chair

Keith Gudger – 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.

**Community Television of Santa Cruz County
Executive Director's Report to the Board
February 22, 2016**

Administration

1. Financial / Facilities:

- We have chosen to move our accounts to Lighthouse Bank. We should complete that process within the next 2 weeks.
- We have made a lot of progress in our new space. Even so our move-in date has been pushed into March. I have created an updated version of our current budget that reflects the lost revenue due to our late start.

2. Equipment

- Lighting grid, curtains and monitor have been removed from the studio in preparation for our move.
- Our new furniture has arrived.
- Volunteers are working on a system to tag, track and organize our equipment for our new business model.

3. Staff

- The personnel committee met this month and approved a job description for a new position of Coworking Community Coordinator. This person will manage the day-to-day activities in our new workspace and digital media center. We'll begin searching for applicants as soon as the new job description is approved by the board.

4. Production:

CTV Paid Productions completed in February

Studio Rental

- Santa Cruz Aerials green screen project

Video Production

- Cabrillo College - promotional pieces (4)

Event Coverage

- High School Wrestling Championships
- UCSC gallery opening
- Dominican Hospital event

In Progress

Movies:

- Edit Baseball Ballet (Feature)

- Spirit of 64 (Documentary)

Booked

- o Metro campaign commercials
- o Live streaming event – Kuumbwa (March)
- o Comcast commercials (3 in March)

In Development

- o New Teachers Association
- o MAH
- o Code Blue 6 Part Series

Government Meeting Services:

- CTV will provide coverage of 17 government meetings in February

5. Outreach

Equipment Grants: CTV has long desired to launch an equipment grant program. Happily, the opportunity has presented itself. We are in negotiations with the County about additional PEG funds to create and administrate an equipment grant program. If approved by the board, CTV may soon begin accepting grant applications for the 2016/17 fiscal year.

Successful applicants will use the equipment in line with CTV's mission and to prepare young adults for employment or further education. It has been said that video is the voice of this generation. With these grants we can empower students not only to speak-up, but to become skilled messengers.

Equipment Approval List

Furniture	9,000	Tables, chairs, sofas	
Rolling Cyclorama system	14,000		
LED studio lighting	\$20,000	24 professional LED lights. (we now have 20) Includes installation and programming of pre-sets.	Phase 1 of our lighting plan. Broad "Talk Show" lighting. Programed presets for 2, 3, 4 or 5 people on set.
New Camera Pedestals	28,000	Fluid heads, pneumatic ped. cable guards	



Community Television of Santa Cruz County Youth A/V Grant Guidelines

WELCOME GRANT SEEKERS

Community Television's mission is to foster community dialogue and individual self-expression through television, the Internet and other electronic media. Funding priority will be given to organizations serving the youth of Santa Cruz County and submit proposals that further the CTV mission. All grantees must provide content that will appear on CTV channels.

WHAT WE FUND

We are looking for organizations that enhance academic achievement and prepare youth and young adults for employment or higher education with skills using Digital Media tools. Our grant program is supported by PEG funds provided for this purpose, collected from cable subscribers and administered by Santa Cruz County.

HOW WE FUND

We will distribute equipment grants throughout our fiscal year, as the funds become available. Our fiscal year is July 1 through June 30, and we receive our funds in 4 equal amounts towards the end of each quarter. At the end of our grant application cycle we will provide grantees with a schedule for when they can expect equipment to be available.

CRITERIA FOR SELECTION

To achieve the interest area goals described above, we will evaluate proposals and select organizations that demonstrate the following:

- A clear mission and related service repertoire
- The need for the proposed project within a defined population
- Alignment between the proposed project and the organization's mission
- Clear and measurable objectives likely to produce results
- Coordination with others and a program that does not duplicate existing programs in the community
- Staff that has the skills, capacity and experience to carry out the proposed activities and maintain the equipment

Our reviewers give priority to organizations that:

- Utilize proven strategies to address recognized needs
- Use sound governance and management practices
- Leverage other resources and support

We look for grants that will do the following:

- Address community challenges, underserved populations and/or service gaps
- Articulate desired results, effective methods, and viable plans for maintaining ongoing efforts

- Demonstrate strong community support, capable leadership and knowledge of, and involvement in, the communities served.
- Incorporate fresh, innovative approaches that are based on research, experience and best practices in the field
- Use collaborative strategies that support efficiencies, increase effectiveness and build leadership for achieving broader community impact
- Provide content for our channels.

ELIGIBILITY

Applicants must meet the following requirements:

- Operate as a 501(c)(3) nonprofit, a project under the fiscal sponsorship of a nonprofit, or a public agency
- Benefit residents in Santa Cruz County
- Adhere to a Board-approved nondiscrimination policy regarding employment, governance, and service

RESTRICTIONS

- Grants may not exceed 25% of the total organizational budget
- Organizations may apply for competitive grants only one time annually
- Organizations with a current grant may apply if reports are up to date and the proposed start date for the new grant is after the end of the current program

THREE YEAR GRANT POLICY

Equipment grants are for three fiscal years. All equipment granted under this proposal remains the property of Community Television of Santa Cruz County. Organizations can submit a new grant application at the end of the three year period to replace existing equipment, but will be reevaluated to insure that all grant requirements have been met.

GRANTS WILL NOT BE PROVIDED FOR

- Endowments or building campaigns
- Operating expenses, including training
- One-time festivals or celebrations
- Individuals
- Existing obligations, debt retirement, deficits, or retroactive funding.
- Academic research

APPLICATION PROCESS:

All applicants must apply using our online application between January 1 and March 30 of each year. The process consists of a single application form plus a modified project budget, work plan, organization and beneficiary demographic information, and organizational financial information. Additional information may be requested during the review process.

All applicants should be prepared to submit the following information upon request:

- A list of current corporate and/or foundation funders with contact names for those institutions (individual donors need not be listed)
- A list of current board members that includes the affiliation for each member (e.g., their primary employer) and indicates which members are officers
- A copy of the organization's board-approved nondiscrimination policy
- A copy of the organization's current annual budget as compared with actual year-to-date income and expenses

AVAILABLE EQUIPMENT LIST: (TBD)

Community Television of Santa Cruz County Youth A/V Grant Form

Community Television's mission is to foster community dialogue and individual self-expression through television, the Internet, and other electronic media. Funding priority will be given to organizations serving the youth of Santa Cruz County and to organizations which will use these grants to provide content to CTV.

We are looking for organizations that enhance academic achievement and prepare youth and young adults for employment, career technical education, or higher education. Our grant program is supported by PEG funds provided for this purpose, collected from cable subscribers and administered by Santa Cruz County.

* Required

Application Date *

Today's Date

Date

mm/dd/yyyy

Organization name *

Your answer

Contact information *

Full address, including mailing address, telephone number and website

Your answer



Federal tax-exempt number *

Tax ID

Your answer

Name, title, telephone number, and email address of contact person for this proposal

If different from above.

Your answer

Period this funding request will cover *

- July 1 2016 to June 30 2019
- July 1 2017 to June 30 2020
- July 1 2018 to June 30 2021

Purpose of this funding request, including brief description of the population and number of individuals served, and geographic area(s) that will benefit *

As applicable

Your answer

What results, including programming deliverables for CTV broadcast, are you committed to achieving during the grant period? What is the timeline for accomplishing these results? What evidence will prove your success? *

Brief description

Your answer

Signature of executive director or other authorizing official *

Retype name

Your answer

Equipment Requested *

Please check all that apply

TBD.

Describe your organization's history, mission and goals *

Brief description

Your answer

Describe current activities, recent accomplishments, and future plans. *

Brief description

Your answer

Describe your most significant collaborations and partnerships with other entities in your field or geographic area. *

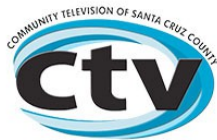
Brief description

Your answer

SUBMIT

100%: You made it.

Never submit passwords through Google Forms.



Community Television of Santa Cruz County Youth A/V Grant Contract

Community Television's mission is to foster community dialogue and individual self-expression through television, the Internet, and other electronic media.

This grant is awarded by Community Television of Santa Cruz County (CTV) subject to the following terms and conditions:

- A) Grantee confirms that it is an organization that is currently recognized by the Internal Revenue Service (the "IRS") as a public charity under sections 501(c)(3) and 509(a)(1), (2), or (3) of the Internal Revenue Code (the "Code"), and Grantee will inform CTV immediately of any change in, or IRS proposed or actual revocation (whether or not appealed) of its tax status described above.
- B) This grant may be used only for Grantee's charitable and educational activities. While CTV understands that the Grantee may participate in the public policy process, consistent with its tax-exempt status, Grantee may not use any CTV grant funds to lobby or otherwise attempt to influence legislation, to influence the outcome of any public election, or to carry on any voter registration drive. This grant must be used for the project identified above, as described in the Grantee's proposal and related correspondence, and may not be expended for any other purposes without CTV's prior written approval. Grantee accepts responsibility for complying with this agreement's terms and conditions and will exercise full control over the grant and the use of grant equipment. CTV may request that Grantee return any unused grant equipment, and will return all equipment at the end of the three year grant period.
- C) Grantee will provide to CTV an Annual Report and Audited Financial Statements at the end of Grantee's current fiscal year.
- D) Grantee will provide promptly such additional information, reports and documents as CTV may request and will allow CTV and its representatives to have reasonable access during regular business hours to files, records, accounts or personnel that are associated with this grant, for the purpose of making such financial reviews, verifications or program evaluations as may be deemed necessary by CTV.
- E) Grantee will allow CTV to review and approve the text of any proposed publicity concerning this grant prior to its release. CTV reserves the right to request a screening or preview of any film, video, book, or other such product, during the final production stages, before deciding whether or not to be credited as a funder of the product.
- F) CTV reserves the right to discontinue, modify or withhold any equipment awards to be made under this grant award or to require a total or partial return of any grant equipment, if it, in CTV's sole discretion, such action is necessary:
 - (1) because Grantee has not fully complied with the terms and conditions of this grant;
 - (2) to protect the purpose and objectives of the grant or any other charitable activities of CTV; or
 - (3) to comply with any law or regulation applicable to the Grantee, to CTV, or this grant.
 - (4)
- G) Grantee understands that **CTV retains ownership** of all equipment granted and that said **equipment must be returned** at the end of the three year grant period. Grantee shall use all reasonable measures to insure the care and safety of the equipment.

H) For CTV's files, please have the enclosed copy of this agreement reviewed and signed where indicated by an authorized officer of Grantee and then returned to us within three weeks of receipt of this agreement. Grantee may wish to have this agreement reviewed by legal counsel.

Indemnification

The grantee shall indemnify, defend, and hold harmless CTV, its officers, agents and employees and volunteers from and against any and all claims, suits, actions or liabilities of any kind, directly or indirectly arising or resulting from any alleged acts or omissions of the grantee, its clients, officers, employees, volunteers, agents or subcontractors arising out of or relating to this grant, the equipment supplied as part of this grant, the receivables, the work performed or any other aspect of this grant or the performance of this grant agreement.

Grantee's online application is incorporated by reference into this contract.

On behalf of Grantee, I understand and agree to the foregoing terms and conditions of CTV's grant, and hereby certify my authority to execute this agreement on Grantee's behalf.

Signature: _____

Printed Name: _____

Title: _____

Date: _____