



BOARD OF DIRECTORS
Organizing Meeting
November 27, 2017
5:30 P.M.
Offices of the Corporation

A G E N D A

1. Roll Call

Keith Gudger (Chair), James Fisher, Joe Hall, Mathilde Rand, Lou Tuosto, Adam Wade, Tom Manheim, Larry Laurent, Maitreya Maziarz, Janis O'Driscoll, Judy Owen

[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 October 23, 2017
5. Approve Recommendation of Finance Committee to Accept the October 2017 Financial Reports *
6. Accept Finance Committee Minutes of November 20, 2017 *

REGULAR AGENDA

7. Election of Board Members
Seats Expiring November 2017
8. Election of Officers
9. Appointments to Committees *
10. Approval of 2018 Board Calendar *

11. Auditor Selection

Consider Authorizing Executive Director to Execute Auditor Contract After Consulting With Finance Committee

12. Written Report of Executive Director *

13. CTV-CMAP Contract *

Consider approving contract for Executive Director

14. Oral Report from Volunteer Advisory Committee

Committee Chair Report

15. Oral Report of Board Chair

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

17. Announcements.

18. 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**



325 Soquel Avenue
Santa Cruz, CA 95062

**EXECUTIVE COMMITTEE
Organizing Meeting
November 27, 2017**

A G E N D A

5:30 P.M.
Offices of the Corporation

1. Roll Call

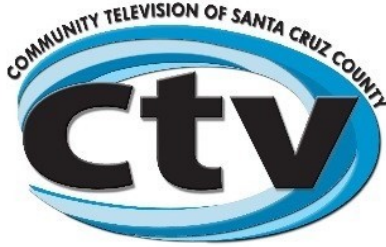
Keith Gudger (Chair), James Fisher, Joe Hall, Mathilde Rand, Lou Tuosto, Adam Wade, Tom Manheim, Larry Laurent, Maitreya Maziarz, Janis O'Driscoll, Judy Owen

[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.



BOARD OF DIRECTORS

Regular Meeting

October 23, 2017

325 Soquel Avenue Santa Cruz, CA 95062

MINUTES

1. Roll Call

Present: Keith Gudger (Chair), Joe Hall, Mathilde Rand, Tom Manheim, Maitreya Maziarz, Janis O'Driscoll, Judy Owen

Absent: James Fisher, Lou Tuosto, Adam Wade, Larry Laurent

2. Oral Communications. None

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 September 25, 2017.

5. Approve Recommendation of Finance Committee to Accept the September 2017 Financial Reports *

Motion to approve Director Owen, Second Director O'Driscoll with the change that Director O'Driscoll was present on September 25. Approved Unanimously

REGULAR AGENDA

6. Written Report of the Executive Director

Given. Captioning hardware is in and expected to be up and running by Nov. 3. Experimenting with 3 work flows and will choose the best. For safety at night translucent film will be added to the front windows. Mobile Tricaster is being used in our Event Documentation service.

7. Youth Grant Committee Update. Aptos High School meets all requirements to receive the grant: curriculum, projects, storage space, teacher. The equipment for Watsonville High will be picked up beginning of November.

The committee is reviewing and refining the application process based on the experiences of the last year. Future applicants will have clearer information to meet our requirements.

8. Oral Report of Vice Chair

Volunteer Advisory Committee Report

Director Rand reported on the efforts of members organizing a networking session for members. The first one was held in October and the next one will be on November 7.

The bi-monthly meeting for producers and directors and one for Studio Supervisors were held in the past month. Cabrillo College Journalism students came to the studio for two talk programs. Newsletter Tips and Gaps with contributions from several members is out and will be posted on our website.

9. Executive Director Contract

Director Rand moved to appoint Directors Mannheim, Maziarz, O'Driscoll and Gudger to the contract negotiations committee. Second Director Hall. Approved Unanimously.

10. Oral Report of Board Chair

Chair Gudger reported that the next Elected Spotlight with Watsonville Mayor Oscar Rios will be on channel 27 in November. He also reminded the Board that the November meeting will be an organizing meeting where we will discuss filling three positions that will be open and the different committees.

11. Board Member / Staff Requests for Specific Items to Appear on next Meeting Agenda. None

12. Announcements

Chair Gudger thanked the volunteers working the meeting.

13. Adjournment

Approved: _____ Attest: _____
Board Chair Substitute Board Secretary

Community Television of Santa Cruz County
 Operating Profit Loss Budget Performance
 October
 2017

	Annual Budget 2017-18	October 2017	October Year to Date	% of Annual Budget	Amount Remaining
4300 · OPERATING REVENUE					
4101 · County BOS Meetings	21,000.00	3,255.00	11,470.00	55%	9,530.00
4103 · City of Capitola Gov. Meetings	10,000.00	1,020.00	2,099.50	21%	7,900.50
4104 · SCMTD Meetings	1,600.00	306.00	882.00	55%	718.00
4106 · City of Santa Cruz Gov. Mtg.	33,000.00	3,487.50	10,325.50	31%	22,674.50
4108 · SCCRTC Meetings	2,400.00	272.00	478.50	20%	1,921.50
4109 · SCWD Government Meetings	4,800.00	680.00	1,437.50	30%	3,362.50
4110 · Memberships	7,500.00	0.00	0.00	0%	7,500.00
4120 · Facility & Equipment Use	150,000.00	10,042.54	42,262.74	28%	107,737.26
4121 - SLVWD Meetings	7,600.00	442.00	1,646.00	22%	5,954.00
4122 - PVUSD	6,100.00	782.00	1,460.50	24%	4,639.50
4130 · Classes	6,000.00	40.00	274.00	5%	5,726.00
4165 · Donations	500.00	275.00	500.00	100%	0.00
4180 · Interest Earned	300.00	91.11	309.41	103%	-9.41
4185 · Misc. Income	0.00	47.00	93.00		-93.00
4190 · Gain/Loss on Sale of Assets	0.00	0.00	-44.00		44.00
4200 · Production Services	8,000.00	375.00	840.00	11%	7,160.00
Total 4300 · OPERATING REVENUE	258,800.00	21,115.15	74,034.65	29%	184,765.35
TOTAL INCOME	258,800.00	21,115.15	74,034.65	29%	184,765.35
6000 · OPERATING EXPENSES					
6100 · Advertising	12,000.00	0.00	0.00	0%	12,000.00
6300 · Bank Charges	1,600.00	209.15	1,147.42	72%	452.58
6600 · Dues & Subscriptions	1,500.00	70.00	358.22	24%	1,141.78
7100 · Office Supplies	700.00	21.56	312.63	45%	387.37
7200 · Postage/Freight	500.00	0.00	14.16	3%	485.84
7205 · Printing	1,000.00	78.44	78.44	8%	921.56
7401 · Facility Supplies	3,000.00	175.98	384.19	13%	2,615.81
7640 · Licenses/Fees/Misc. Taxes	1,000.00	0.00	0.00	0%	1,000.00
7700 · Telephone/Telecommunications/Internet	9,000.00	282.98	1,103.63	12%	7,896.37
Total 6000 - Operating Expenses	30,300.00	838.11	3,398.69	11%	26,901.31
6800 · Contracted Services					
6900 · Contract Services-Audit Services	14,500.00	169.50	530.25	4%	13,969.75
7001 · Contract Services-Production Support	3,000.00	0.00	0.00	0%	2,469.75
7007 · Contract Services-CMAP	33,000.00	2,750.00	10,750.00	33%	22,250.00
7010 · Contract Services-Consulting	10,000.00	0.00	0.00	0%	10,000.00
7110 · Contract Services-Legal	6,000.00	0.00	0.00	0%	6,000.00
7910 · Contract Services-Equipment Technicians	6,000.00	0.00	0.00	0%	6,000.00
Total 6800 · Contracted Services	72,500.00	2,919.50	11,280.25	16%	61,219.75
7000 · Staff Development & Fundraising					
7405 · Training/conferences	2,000.00	295.00	295.00	15%	1,705.00
7800 · Travel/Meals	1,538.00	0.00	0.00	0%	1,538.00
8600 · Special Events Expense	3,000.00	0.00	0.00	0%	3,000.00
Total 7000 · Staff Development & Fundraising	6,538.00	295.00	295.00	5%	6,243.00

Community Television of Santa Cruz County
 Operating Profit Loss Budget Performance
 October
 2017

	Annual Budget 2017-18	October 2017	October Year to Date	% of Annual Budget	Amount Remaining
7500 · Operating Salaries & Benefits					
7530 · Salaries - Coworking Community Coordinator	33,000.00	2,623.04	11,099.90	34%	21,900.10
7535 · Salaries - Accountant	15,450.00	1,346.21	4,457.63	29%	10,992.37
7542 · Salaries - Media Services Coordinator	48,500.00	4,083.71	15,874.02	33%	32,625.98
7585 · Salaries - Government Technicians	13,000.00	1,430.19	4,768.42	37%	8,231.58
7589 · Salaries - Extra Help Trainers, Technicians	10,000.00	196.51	442.76	4%	9,557.24
7621 · Payroll Taxes	11,000.00	1,004.00	3,538.86	32%	7,461.14
7635 · Workers Comp	2,012.00	233.75	-427.99	-21%	2,439.99
7630 · Health/Dental/Vision	12,000.00	1,332.08	3,562.14	30%	8,437.86
7632 · Severance/Vacation Payouts	4,500.00	0.00	720.00	16%	3,780.00
Total 7500 · Operating Salaries & Benefits	149,462.00	12,249.49	44,035.74	29%	105,426.26
TOTAL EXPENSES	258,800.00	16,302.10	59,009.68	23%	199,790.32
NET INCOME/LOSS	0.00	4,813.05	15,024.97	5.8%	

Community Television of Santa Cruz County
 Capital Profit Loss Budget Performance
 October
 2017

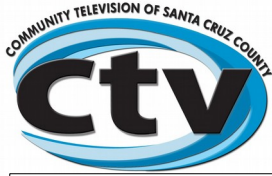
	Annual Budget 2017-18	October 2017	October Year to Date	% of Annual Budget	Amount Remaining
4000 · CAPITAL REVENUE					
4100 · County PEG Fees	500,000.00	0.00	125,000.00	25%	375,000.00
4106 · County PEG Fees	100,000.00	0.00	100,000.00	100%	0.00
TOTAL INCOME	600,000.00	0.00	225,000.00	38%	375,000.00
5000 · CAPITAL EXPENDITURES					
5100 · Facility					
7400 · Facility Lease	192,000.00	14,509.72	58,038.88	30%	133,961.12
6701 · Facility/Equip. Insurance	9,294.00	958.71	4,137.46	45%	5,156.54
7058 · Leasehold Improvements/Capital	0.00	200.00	872.00		-872.00
7300 · Facilities & Equipment Rental	1,000.00	35.29	148.16	15%	851.84
Total 5100 · Facility	202,294.00	15,703.72	63,196.50	31%	139,097.50
5200 · Equipment					
6650 · Interest on Leased Equip	0.00	53.81	236.32		-236.32
7215 · Copy Machine Lease	5,000.00	753.77	3,086.33	62%	1,913.67
7051 · Equipment Repair	10,000.00	0.00	0.00	0%	10,000.00
7056 · Equipment - Depreciated	367,046.00	9,570.70	73,474.63	20%	357,784.08
7057 · Equipment - Non Depreciated	15,000.00	3,415.05	9,261.92	62%	5,738.08
Total 5200 · Equipment	397,046.00	13,793.33	86,059.20	22%	310,986.80
5300 · Media Licensing					
7059 · Music Library	660.00	55.00	220.00	33%	440.00
Total 5300 · Media Licensing	660.00	55.00	220.00	33%	440.00
Total 5000 · CAPITAL EXPENDITURES	600,000.00	29,552.05	149,475.70	25%	450,524.30
NET INCOME/LOSS	0.00	-29,552.05	75,524.30		

Community Television of Santa Cruz County

BALANCE SHEET As of October 31, 2017

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1010 Checking-SCCCU	4,354.34
1015 PayPal Checking-SCCCU	3,372.21
1020 Savings-SCCCU	41,546.65
1021 Petty Cash Fund	53.85
1070 CD 12 month Cert SCCC	48,133.77
1075 Checking - Lighthouse Bank	674,351.23
1080 Savings - Lighthouse Bank	502.12
1099 Cash Box	0.00
Total Bank Accounts	\$772,314.17
Accounts Receivable	
1114 Temp A/R	0.00
1115 Accounts Receivable	9,505.00
1116 Grants Receivable	0.00
Total Accounts Receivable	\$9,505.00
Other Current Assets	
1117 A/R - Temp. Restricted	0.00
1125 County Reserve Acct. Restricted	0.00
1200 Prepaid Insurance	
1201 Health	0.00
1202 Accident	417.98
1203 Crime Coverage	0.00
1206 Workers Comp Deposit	2,137.68
1209 Liability / D&O (SLIP)	0.00
1210 Property Liability (SPIP)	5,335.56
Total 1200 Prepaid Insurance	7,891.22
1260 Prepaid Expenses	16,909.98
1300 PFG Common Stock	4,931.00
1400 Undeposited Funds	0.00
Total Other Current Assets	\$29,732.20
Total Current Assets	\$811,551.37
Fixed Assets	
1600 Production Equipment	697,722.98
1700 Accum Depr-Production Equipment	-493,235.15
Total 1600 Production Equipment	204,487.83
1620 Office Furniture/Equipment	95,916.41
1720 Accum Depr-Furniture/Equipment	-83,663.58
Total 1620 Office Furniture/Equipment	12,252.83
1625 Leasehold Improvement	183,560.92
1725 Accum Depr-Leasehold Improv.	-114,773.76
Total 1625 Leasehold Improvement	68,787.16

	TOTAL
1670 Broadcasting Equipment	28,933.89
Total Fixed Assets	\$314,461.71
TOTAL ASSETS	\$1,126,013.08
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2100 Accounts Payable	1,968.42
Total Accounts Payable	\$1,968.42
Other Current Liabilities	
2110 Sales Tax Payable	0.00
2111 Sales Tax (Manual entry)	0.00
2140 Accrued Vacation	2,531.20
24000 Payroll Liabilities	1,034.98
CA PIT / SDI	157.12
CA SUI / ETT	-667.88
Federal Taxes (941/944)	1,134.68
Total 24000 Payroll Liabilities	1,658.90
Board of Equalization Payable	0.00
Direct Deposit Payable	0.00
Total Other Current Liabilities	\$4,190.10
Total Current Liabilities	\$6,158.52
Long-Term Liabilities	
2400 Business Equipment Loan 33736	14,749.63
Total Long-Term Liabilities	\$14,749.63
Total Liabilities	\$20,908.15
Equity	
3000 Opening Bal Equity	0.00
3015 Net Assets-Temp Restricted	0.00
3900 Retained Earnings	560,703.29
3905 Retained Earnings - Capital Reserves	453,852.31
Net Revenue	90,549.33
Total Equity	\$1,105,104.93
TOTAL LIABILITIES AND EQUITY	\$1,126,013.08



325 Soquel Avenue
Santa Cruz, CA 95060

**BOARD OF DIRECTORS
Finance Committee Meeting
November 20, 2017**

MINUTES

10:30 A.M.
Offices of the Corporation

1. Attendance

(Chair) Joe Hall, Keith Gudger and 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.

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

An item was added by unanimous vote of the members discussing the 2017 Financial Audit

REGULAR AGENDA

4. October 2017 Financial Report

The discussion of the October 2017 Financial Report was opened and Mel Sweet commented that her work reconciling the various records of the October 2017 report were complete. Tom Manheim questioned whether some of the issues of reconciling the Satellite financial records with the CTV records were still a work item. Becca Reed commented that the work on this was put on hold pending the recovery of Barbara Springer of Satellite from an injury. Another question concerned a clarification of rental income from the Satellite work facility. Keith Gudger had no specific comments. Becca Reed discussed several actions being taken to increase revenue. She also commented on activities to utilize the advertisement budget item to increase awareness of the CTV facility and rental of Satellite space.

The October 2017 Financial Report was approved on the motion of Keith Gudger and second of Tom Manheim.

5. 2017 Financial Audit

Mel Sweet discussed two proposals that had been received to conduct the 2017 financial audit. There was one outstanding proposal to be received. The main point of discussion among those attending the meeting was the cost implications of the audit in terms of the CTV budget. It was agreed to discuss this matter further when the third proposal was received.

This item will be included on the next Finance Committee agenda.

6. Discussion of Long Term Revenue Trends

Tom Manheim opened the discussion and stated that based on recent statistics reported in the San Jose Mercury he was concerned that over the long term PEG revenue from cable TV providers would be declining and that some action should be taken to adjust future CTV finances.

There was a general discussion of this point and a consensus reached that the matter would be discussed further, but that an idea to be explored was the creation of a future reserve fund for equipment and materials. The purpose of this fund was to provide a buffer for future years in which PEG funds could potentially be decreasing due to lower cable TV subscription rates.

As part of this discussion it was also agreed that action would be taken to meet with the county administrative staff to update them on CTV activities. It was also agreed that any future reserve funds would need action by the full board as well as an understanding by County administrative staff as to the purpose of the fund.

This item will be included on the next Finance Committee agenda.

7. Adjournment.

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

Standing Committees

EXECUTIVE COMMITTEE- Number of seated Board Members less than a quorum of the Board; quorum of the Committee is three.

FINANCE AND BUDGET COMMITTEE- Joe Hall (Chair), Tom Manheim, Keith Gudger, Maitreya Maziarz

PERSONNEL COMMITTEE- Keith Gudger (Chair), Mathilde Rand, Larry Laurent, Maitreya Maziarz

GOVERNANCE COMMITTEE- Keith Gudger (Chair), Joe Hall, Mathilde Rand, Tom Manheim, Maitreya Maziarz

Other Committees

AUDIT COMMITTEE- Mathilde Rand, Keith Gudger, Lou Tuosto, Maitreya Maziarz

FUND DEVELOPMENT COMMITTEE- Keith Gudger, Judy Owen, Mathilde Rand, Maitreya Maziarz

YOUTH GRANT COMMITTEE- Mathilde Rand, Maitreya Maziarz, Tom Manheim, Janis O'Driscoll

VOLUNTEER ADVISORY COMMITTEE- Mathilde Rand (Chair)

CTV Board Meeting Calendar 2018

JANUARY 22, 2017

Review current year budget at half-year mark, including any adjustments proposed by E.D.

Regular Board meeting

FEBRUARY 26, 2017

Regular Board or Committee Meetings.

MARCH 26, 2017

Regular Board or Committee Meetings.

APRIL 23, 2017

Annual review of salaries/wages–adopt Salary Schedule;

Review current year budget at close to 3/4-year mark;

Prepare/review of budget for next fiscal year; recommendation re contracts reflected in budget.

Presentation of next fiscal year budget by E.D. and Finance Committee;

Adopt Work Plan and Budget.

Regular Board meeting

MAY 21, 2017

Regular Board or Committee Meetings.

JUNE 25, 2017

Review current year budget at close to year end;

Report of Finance Committee re budget and recommendation re selection of auditor.

Regular Board meeting

JULY 23, 2017

Regular Board or Committee Meetings.

AUGUST

No Regular Board or Committee meetings.

SEPTEMBER 24, 2017

Review current FY budget.

Regular Board meeting

OCTOBER 22, 2017

Consider recommendations of Finance Committee re accepting annual audit;

Review current FY budget.

Regular Board meeting

NOVEMBER 26, 2017

Review current FY budget.

Organizational (regular) Meeting of Board: elect officers, make committee appointments;

Approve Board meeting calendar for next calendar year

DECEMBER

No Regular Board or Committee meetings.

Community Television of Santa Cruz County
Executive Director's Report to the Board
November 27, 2017

1. Administration

- Financial

Coworking

- The Coworking center is on track to be in profit for November at the time of this writing.
- Paid Services
 - We are wrapping up the installation of our new captioning equipment. We intend to be captioning by the end of November.
 - Everything on the government channel will be captioned free of charge as we perfect our system. Once we can reliably produce captions that are 99% accurate, we'll begin to charge for this service.
 - Government Meeting Services:
 - CTV provided coverage for 14 meetings in October.
 - Technical Services
 - Victor completed a project with PVUSD
 - Studio Rental
 - The studio was rented for 3 productions this month.
 - 2 ½ days to a local producer. If all goes well, this will turn into a long term relationship.
 - We have another studio production booked for December.
- Staff
 - Elana, our Coworking Community Coordinator, has begun a year-long training in online marketing. She will use these skills to market both CTV and our coworking center. She is also training to be a studio supervisor.

2. Equipment / Facilities:
Equipment

We have ordered the equipment we are granting to Aptos High School. Some is in house, but the bulk of it will begin to arrive in 2

weeks. Vice-Chair Rand has taken on the very detailed task of assigning, applying and recording asset tags for each piece. This is step is as important as it is taxing. We owe Mathilde a big Thank you.

We have purchased a fourth camera for the studio. This is a remote camera that will be installed on the lighting grid. It will provide high angle shots.

Building

- We added translucent film on our front windows.
- We are working to have the floor in the studio leveled. Currently there is a high spot on the floor that makes it difficult to use our green screen. It also has bumps that make it difficult to make smooth dolly shots or to truck cameras.

3. Equipment Grant Program

- We delivered Watsonville High School's equipment this month.
- We expect to receive programming from them in two months.

4. E.D. Outreach

- Met with Watsonville's Mayor and City Manager
- Met with Community Radio
- Met with Mark Hodges, SC Schools

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~~ be raised from time to time by the City or County of Santa Cruz.
3. **TERM AND TERMINATION:** The term of this Agreement is December 1, 2016~~7~~ through November 30, 2017~~8~~. 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 ~~\$31340,25000~~560.00. 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 ~~\$25002880.00 through June 2017 and not exceed \$2750 through November 2017~~8. ~~CTV will provide an initial deposit of \$2500.00 upon execution of this Agreement.~~
5. **E.D. PERFORMANCE AND COMPENSATION:** Both parties agree to engage in good faith discussions regarding the performance and compensation to the E.D. prior to any change in compensation to E.D.

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~~ provide services to 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 conducted so as to comply with the requirements of CTV's mandatory biennial independent audit. The Director shall use best efforts to achieve a goal of full self-sustainability by July 1, 2017.

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, a~~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 2017~~8~~-2018~~9~~, and submission of said Budget to the CTV Board of Directors for their review and approval not later than March 1, 2017~~8~~.
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, 2017~~8~~, as required by CTV's contract with the County of Santa Cruz.
8. Using best efforts to seek sponsorships, grants, off-sets, revenue and fundraising to achieve self-sustainability for CTV.

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 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. CTV's obligations~~The efforts of the CTV staff, including but not limited to 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 2017~~8~~-2018~~9~~, 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 goal of full self-sustainability by July 1, 2017~~Using best efforts to seek sponsorships, grants, off-sets, revenue and fundraising to achieve self-sustainability.
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)
 816 Pacific 325 Soquel Avenue
 Santa Cruz, CA 95062

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

Community Media Access Partnership (CMAP)
 County Administrative Office
 P.O. Box 1273

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

Gilroy, CA 95021-1273

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, 2016⁷ through November 30, 2017⁸. 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:

Rob Campbell – 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.