



325 Soquel Avenue  
Santa Cruz, CA 95062

**BOARD OF DIRECTORS**  
**Organizing Meeting**  
**November 26, 2018**  
**5:30 P.M.**  
Offices of the Corporation

## **A G E N D A**

1. Roll Call

Maitreya Maziarz, Joe Hall, Mathilde Rand, Adam Wade, Tom Manheim, Larry Laurent, Janis O'Driscoll, Judy Owen

[quorum is five]

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 \*  
Board Meeting Minutes of October 22, 2018
5. Accept Finance Committee Minutes of November 20, 2018 \*
6. Approve Recommendation of Finance Committee to Accept the October 2018 Financial Reports \*

### **REGULAR AGENDA**

7. Election of Board Member  
Seat expiring November 2018
8. Election of Officers
9. Appointment to Committees \*
10. Approval of 2019 Board Calendar \*

11. Oral Report of Executive Director

Written Report Distributed at Meeting

12. Financial Sponsor Presentation

13. Consider Creating Ad-Hoc Strategic Planning Committee

14. Consider Approval of CMAP Contract \*

15. Consider Adopting Board Resolution 001-2018 \*

Approval of Authorized Signatures for Bank Account

16. Summaries From Board Retreat Subcommittees

17. Oral Report from Volunteer Advisory Committee

Committee Chair Report

18. Oral Report of Board Chair

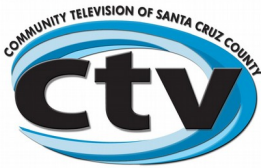
19. Board Member / Staff Requests for Specific Items to Appear on next Meeting Agenda

20. Announcements.

21. 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**  
**Regular Meeting**  
**November 26, 2018**  
**5:30 P.M.**  
Offices of the Corporation

## **A G E N D A**

### 1. Roll Call

Maitreya Maziarz, Joe Hall, Mathilde Rand, Lou Tuosto, Adam Wade, Tom Manheim, Larry Laurent, 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.**



**325 Soquel Avenue  
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**BOARD OF DIRECTORS  
Regular Meeting  
October 22, 2018  
5:30 P.M.  
Offices of the Corporation**

## **MINUTES**

1. Roll Call  
Present: Keith Gudger (Chair), Larry Laurent, Mathilde Rand, Janis O'Driscoll, Tom Manheim, Judy Owen  
Absent: James Fisher, Joe Hall, Maitreya Maziarz, Adam Wade
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 \*  
Board Meeting Minutes of June 25, 2018
5. Approve Minutes \*  
Board Meeting Minutes of September 24, 2018
6. Accept Finance Committee Minutes of October 15, 2018 \*
7. Approve Recommendation of Finance Committee to Accept the August 2018 Financial Reports
8. Approve Recommendation of Finance Committee to Accept the September 2018 Financial Reports

Director Rand requested some more details to the September 24, 2018 minutes. Director Manheim reported that the finance committee looked all the revenues and the Satellite office revenues through September are 40% more than the budget. Year to date for first quarter revenues are 25% more than what was projected.

Director O'Driscoll moved to approve consent agenda with the recommended changes.  
Director Rand Second. Approved unanimously.



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**BOARD OF DIRECTORS**  
**Regular Meeting**  
**October 22, 2018**  
**5:30 P.M.**  
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## REGULAR AGENDA

### 9. Oral Report of Executive Director\*

Given. Director Manheim requested a description of the Café area. Director Owen asked how many Café members there are. Executive Director Reed responded that the software does not break out that way. Director Owen thought it would be good to see the utilization vs. membership. Director Manheim asked if we check to see how people that rent equipment hear about Community TV? Executive Director Reed said the coordinator has been asked to request that information.

### 10. Consider Approval of Fiscal Sponsorships

Outline from the Executive Director. Have done them in the past with Reel Works. Helps small film makers have backup of organization to manage finances. CTV would not raise the money. Helps small filmmakers get there work out. CTV would get 10% of the funds for managing finances. All the work would be done with CTV equipment or in the studio. Allows filmmakers to assure donors that third-party non-profit is managing funds. Program would be called Independent Media Initiative. Director Owen asked who had the financial credentials to manage funds. Executive Director Reed replied that it would be Melanie Sweet who is the CTV accountant. Director Owen asked if one person can handle it. Executive Director Reed replied yes, but funding would allow for adding help if necessary. The program is for filmmakers in Santa Cruz County. Executive Director Reed stated the KQED used to do this when she was there. Director Manheim asked if 10% was a standard amount. Executive Director Reed replied 8%-20% was the range. Director Owen asked if there were any possible liabilities. Executive Director Reed replied she did not think there was, but she will investigate it. Director Rand stated that Sam Storey has looked an agreement in which she participated.

Director Manheim motioned to approve fiscal sponsorships as described in the packet. Director Rand Second. Approved unanimously.

### 11. Summaries from Board Retreat Subcommittees:

#### a) "Hot Studio" Subcommittee

Chair Gudger reported that Director Maziarz had a suggestion of software and had seen it used. With this software the person selects a scene which is more than just the camera. Will setup a test and may need to purchase simple program. Chair Gudger made a PSA as a test and showed it. Only had to hit one key to start and stop once. Subcommittee will meet discuss details.

#### b) Venues' Equipment Subcommittee

Director Owen reported that Kuumbwa Center was open to more discussions. Will meet at end of October. They are looking at their wish list of what they envision using and what subcommittee will present. Interested in permanent setup but will need to determine the commercial viability. It may help with



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**BOARD OF DIRECTORS  
Regular Meeting  
October 22, 2018  
5:30 P.M.  
Offices of the Corporation**

creating content or creating content for advertising. Could possibly run on Community Television. Director Manheim stated that they will meet again to determine what next steps will be.

- c) Library Programs Subcommittee  
Will set up a meeting with Library and library subcommittee. Hopefully will have more to report
- d) Other

**12. Oral Report from Volunteer Advisory Committee**

Director Rand reported that the VAC will be starting up orientation, studio, camera, field, and audio classes. November 14 will be an orientation class. It will have more hands on. We are looking to do an orientation just before a program is taped, so participants can observe how set-up and taping works. Still in works. Linda on VAC is doing Director and Producer workshop. First one is on November 18<sup>th</sup>, will be working on green screen. Will be more versed in its use. Will have studio supervisor training on November 17<sup>th</sup>. Every program in studio needs to have a studio supervisor. Six people will be in training. Jim entered poetry program for Alliance for Community Media. Executive Director Reed commented that it is a big deal.

**13. Oral Report of Board Chair**

Chair Gudger reported that there is a new CMAP contract and will have it ready for next meeting. Director commented that he is still working with non-profits on PSAs. Elected Spotlight will be on the new community radio with only the audio.

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

**15. Announcements Chair Gudger thanked the crew that produced the meeting**

**16. Closed Session**

Executive Director Evaluation (Pursuant to CA § 54957)

Director Rand moved to closed session. Director Owen second, Approved.

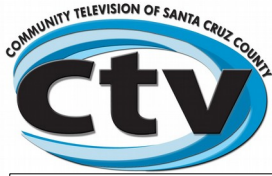
**17. Report out of Closed Session**

Closed Session item was discussed, no reportable action taken

**18. Adjournment**

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

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



325 Soquel Avenue  
Santa Cruz, CA 95060

**BOARD OF DIRECTORS  
Finance Committee Meeting  
November 20, 2018  
10:30 A.M.  
Offices of the Corporation**

## **MINUTES**

1. Attendance

(Chair) Joe Hall, Keith Gudger, Tom Manheim and Maitreya Maziarz

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.

No items were added.

## **REGULAR AGENDA**

4. Consider Approval of the October 2018 Financial Report

The discussion of the October 2018 Financial Report was opened. Joe Hall asked Mel Sweet if she had any initial comments. She stated she had none at the moment and asked members to proceed with their questions.

Tom Manheim asked a number of technical questions dealing with negative signs in two financial report budget line items. Mel Sweet explained these were refunds that CTV had received. In follow-up question Tom Manheim asked several questions regarding the status of the closed caption activation with respect to City and County of Santa Cruz public meetings. Becca King Reed discussed the status of this work and what the financial implications were in terms of the FY 2018 CTV Budget. It was mentioned in the discussion that the closed caption records can be used as an informal record of these public meetings. Maitreya Maziarz also mentioned the record keeping uses of the closed caption records.

Maitreya Maziarz asked several questions on the October 2018 report,

one in particular concerned the advertising budget. Becca Reed provided further information on how CTV was utilizing Google for community outreach and explained how CTV adjusted its advertising budget allocation to maximize the impact of the Google outreach tools.

Keith Gudger stated the Comcast Internet agreement had been signed, however Becca Reed mentioned that there was a technical matter which needed to be resolved before the Comcast connection was available for use.

Tom Manheim briefly discussed his record of building rental revenues which he is tracking on a separate spreadsheet.

The October 2018 Financial Report was unanimously approved on the motion of Tom Manheim and second of Maitreya Maziarz

#### 5. Meeting Schedule for 2019

After a brief discussion it was agreed that the Finance Committee would meet the third Monday of each month for 2019

#### 6. Adjournment.

On the motion of Tom Manheim and second of Maitreya Maziarz the meeting was adjourned.



Community Television of Santa Cruz County  
 Operating Profit Loss Budget Performance  
 October  
 2018

|   | Annual Budget<br>2018-19 | October<br>2018  | October<br>Year to Date | % of Annual<br>Budget | Amount<br>Remaining |
|---|--------------------------|------------------|-------------------------|-----------------------|---------------------|
| <b>4300 · OPERATING REVENUE</b>                         |                          |                  |                         |                       |                     |
| 4101 · County BOS Meetings                              | 28,000.00                | 1,395.00         | 7,633.75                | 27%                   | 20,366.25           |
| 4103 · City of Capitola Gov. Meetings                   | 7,000.00                 | 616.00           | 2,292.50                | 33%                   | 4,707.50            |
| 4104 · SCMTD Meetings                                   | 2,500.00                 | 269.50           | 960.50                  | 38%                   | 1,539.50            |
| 4106 · City of Santa Cruz Gov. Mtg.                     | 33,000.00                | 3,487.50         | 11,105.75               | 34%                   | 21,894.25           |
| 4108 · SCCRTC Meetings                                  | 2,500.00                 | 962.50           | 2,165.50                | 87%                   | 334.50              |
| 4109 · SCWD Government Meetings                         | 5,200.00                 | 500.50           | 1,490.50                | 29%                   | 3,709.50            |
| 4120 · Facility & Equipment Use                         | 126,000.00               | 12,896.05        | 52,618.94               | 42%                   | 73,381.06           |
| 4121 - SLVWD Meetings                                   | 6,000.00                 | 423.50           | 1,484.75                | 25%                   | 4,515.25            |
| 4122 - PVUSD  | 5,700.00                 | 693.00           | 1,998.00                | 35%                   | 3,702.00            |
| 4130 · Classes  | 1,000.00                 | 0.00             | 8.00                    | 1%                    | 992.00              |
| 4165 · Donations  | 500.00                   | 32.50            | 82.50                   | 17%                   | 417.50              |
| 4180 · Interest Earned                                  | 0.00                     | 97.14            | 402.89                  |                       | -402.89             |
| 4185 · Misc. Income                                     | 1,000.00                 | 53.00            | 105.00                  |                       | 895.00              |
| 4190 · Gain/Loss on Sale of Assets                      | 0.00                     | 0.00             | 0.00                    |                       | 0.00                |
| 4200 · Production Services                              | 6,000.00                 | 0.00             | 2,040.00                | 34%                   | 3,960.00            |
| 4250 - Closed Captioning                                | 59,000.00                | 862.50           | 1,762.50                | 3%                    | 57,237.50           |
| 4260 - Equipment Service                                | 5,000.00                 | 0.00             | 0.00                    |                       | 5,000.00            |
| <b>Total 4300 · OPERATING REVENUE</b>                   | <b>288,400.00</b>        | <b>22,288.69</b> | <b>86,151.08</b>        | <b>30%</b>            | <b>202,248.92</b>   |
| <b>TOTAL INCOME</b>                                     | <b>288,400.00</b>        | <b>22,288.69</b> | <b>86,151.08</b>        | <b>30%</b>            | <b>202,248.92</b>   |
| <b>6000 · OPERATING EXPENSES</b>                        |                          |                  |                         |                       |                     |
| 6100 · Advertising                                      | 12,000.00                | 1,045.00         | 5,112.00                | 43%                   | 6,888.00            |
| 6300 · Bank Charges                                     | 3,000.00                 | 242.09           | 849.79                  | 28%                   | 2,150.21            |
| 6600 · Dues & Subscriptions                             | 1,500.00                 | 130.00           | 340.00                  | 23%                   | 1,160.00            |
| 7100 · Office Supplies                                  | 700.00                   | 13.28            | 352.70                  | 50%                   | 347.30              |
| 7200 · Postage/Freight                                  | 500.00                   | 0.00             | 35.00                   | 7%                    | 465.00              |
| 7205 · Printing   | 1,000.00                 | 32.24            | 32.24                   | 3%                    | 967.76              |
| 7401 · Facility Supplies                                | 3,000.00                 | 392.39           | 1,029.05                | 34%                   | 1,970.95            |
| 7640 · Licenses/Fees/Misc. Taxes                        | 250.00                   | 0.00             | 0.00                    | 0%                    | 250.00              |
| 7700 · Telephone/Telecommunications/Internet            | 5,000.00                 | 371.17           | 1,391.80                | 28%                   | 3,608.20            |
| <b>Total 6000 - Operating Expenses</b>                  | <b>26,950.00</b>         | <b>2,226.17</b>  | <b>9,142.58</b>         | <b>34%</b>            | <b>17,807.42</b>    |
| <b>6800 · Contracted Services</b>                       |                          |                  |                         |                       |                     |
| 6900 · Contract Services-Audit Services                 | 14,500.00                | 0.00             | 0.00                    | 0%                    | 14,500.00           |
| 7001 · Contract Services-Production Support             | 3,000.00                 | 0.00             | 0.00                    | 0%                    | 3,000.00            |
| 7007 · Contract Services-CMAP                           | 34,560.00                | 2,880.00         | 8,640.00                | 25%                   | 25,920.00           |
| 7010 · Contract Services-Consulting                     | 9,000.00                 | 212.00           | 928.00                  | 10%                   | 8,072.00            |
| 7110 · Contract Services-Legal                          | 5,900.00                 | 0.00             | 0.00                    | 0%                    | 5,900.00            |
| 7910 - Contract Services-Equipment Technicians          | 6,000.00                 | 0.00             | 0.00                    | 0%                    | 6,000.00            |
| 7920 · Contract Services-Captioning                     | 21,000.00                | 0.00             | 0.00                    | 0%                    | 21,000.00           |
| <b>Total 6800 · Contracted Services</b>                 | <b>93,960.00</b>         | <b>3,092.00</b>  | <b>9,568.00</b>         | <b>10%</b>            | <b>84,392.00</b>    |
| <b>7000 · Staff Development &amp; Fundraising</b>       |                          |                  |                         |                       |                     |
| 7405 · Training/conferences                             | 2,000.00                 | -141.51          | -260.05                 | -13%                  | 2,260.05            |
| 7800 · Travel/Meals                                     | 1,538.00                 | 181.27           | 212.23                  | 14%                   | 1,325.77            |
| 8600 · Special Events Expense                           | 3,850.00                 | 0.00             | 75.44                   | 0%                    | 3,774.56            |
| <b>Total 7000 · Staff Development &amp; Fundraising</b> | <b>7,388.00</b>          | <b>39.76</b>     | <b>27.62</b>            | <b>0%</b>             | <b>7,360.38</b>     |

Community Television of Santa Cruz County  
 Operating Profit Loss Budget Performance  
 October  
 2018

|   | Annual Budget<br>2018-19 | October<br>2018  | October<br>Year to Date | % of Annual<br>Budget | Amount<br>Remaining |
|---|--------------------------|------------------|-------------------------|-----------------------|---------------------|
| <b>7500 · Operating Salaries &amp; Benefits</b>       |                          |                  |                         |                       |                     |
| 7530 · Salaries - Coworking Community Coordinator     | 34,000.00                | 2,749.92         | 12,351.85               | 36%                   | 21,648.15           |
| 7535 · Salaries - Accountant                          | 15,900.00                | 1,788.27         | 5,047.01                | 32%                   | 10,852.99           |
| 7542 · Salaries - Media Services Coordinator          | 50,000.00                | 4,549.33         | 16,786.27               | 34%                   | 33,213.73           |
| 7585 · Salaries - Government Technicians              | 19,690.00                | 2,002.68         | 5,635.48                | 29%                   | 14,054.52           |
| 7589 · Salaries - Extra Help Trainers, Technicians    | 10,000.00                | 0.00             | 512.81                  | 5%                    | 9,487.19            |
| 7621 · Payroll Taxes                                  | 12,000.00                | 1,059.46         | 3,542.56                | 30%                   | 8,457.44            |
| 7635 · Workers Comp                                   | 2,012.00                 | -586.51          | 218.00                  | 11%                   | 1,794.00            |
| 7630 · Health/Dental/Vision                           | 12,000.00                | 962.82           | 2,969.54                | 25%                   | 9,030.46            |
| 7632 · Severance/Vacation Payouts                     | 4,500.00                 | 0.00             | 0.00                    | 0%                    | 4,500.00            |
| <b>Total 7500 · Operating Salaries &amp; Benefits</b> | <b>160,102.00</b>        | <b>12,525.97</b> | <b>47,063.52</b>        | <b>29%</b>            | <b>113,038.48</b>   |
| <b>TOTAL EXPENSES</b>                                 | <b>288,400.00</b>        | <b>17,883.90</b> | <b>65,801.72</b>        | <b>23%</b>            | <b>222,598.28</b>   |
| <b>NET INCOME/LOSS</b>                                | <b>0.00</b>              | <b>4,404.79</b>  | <b>20,349.36</b>        | <b>23.6%</b>          |                     |

Community Television of Santa Cruz County  
 Capital Profit Loss Budget Performance  
 October  
 2018

|  | Annual Budget<br>2018-19 | October<br>2018   | October<br>Year to Date | % of Annual<br>Budget | Amount<br>Remaining |
|--|--------------------------|-------------------|-------------------------|-----------------------|---------------------|
| <b>4000 · CAPITAL REVENUE</b>                |                          |                   |                         |                       |                     |
| 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              | 0.00                    | 0%                    | 100,000.00          |
|  |                          |                   |                         |                       |                     |
| <b>TOTAL INCOME</b>                          | <b>600,000.00</b>        | <b>0.00</b>       | <b>125,000.00</b>       | <b>21%</b>            | <b>475,000.00</b>   |
|  |                          |                   |                         |                       |                     |
| <b>5000 · CAPITAL EXPENDITURES</b>           |                          |                   |                         |                       |                     |
| <b>5100 · Facility</b>                       |                          |                   |                         |                       |                     |
| 7400 · Facility Lease                        | 239,124.00               | 15,348.03         | 60,857.12               | 25%                   | 178,266.88          |
| 6701 · Facility/Equip. Insurance             | 9,300.00                 | 776.60            | 3,106.40                | 33%                   | 6,193.60            |
| 7058 · Leasehold Improvements/Capital        | 30,000.00                | 0.00              | 765.00                  |                       | 29,235.00           |
| 7300 · Facilities & Equipment Rental         | 1,000.00                 | 38.32             | 153.19                  | 15%                   | 846.81              |
| <b>Total 5100 · Facility</b>                 | <b>279,424.00</b>        | <b>16,162.95</b>  | <b>64,881.71</b>        | <b>23%</b>            | <b>214,542.29</b>   |
|  |                          |                   |                         |                       |                     |
| <b>5200 · Equipment</b>                      |                          |                   |                         |                       |                     |
| 6650 - Interest on Leased Equip              | 0.00                     | 18.47             | 93.36                   |                       | -93.36              |
| 7215 · Copy Machine Lease                    | 5,000.00                 | 233.92            | 830.55                  | 17%                   | 4,169.45            |
| 7051 · Equipment Repair                      | 5,000.00                 | 0.00              | 0.00                    | 0%                    | 5,000.00            |
| 7056 · Equipment - Depreciated               | 140,596.00               | 1,082.06          | 6,035.57                | 4%                    | 138,849.36          |
| 7057 · Equipment - Non Depreciated           | 15,000.00                | 1,430.39          | 6,128.21                | 41%                   | 165.67              |
| 7060 · Equipment Grant Program - Depreciated | 100,000.00               | 0.00              | 0.00                    | 0%                    | 100,000.00          |
| 7061 · Equipment Leases                      | 50,000.00                | 0.00              | 0.00                    | 0%                    | 49,780.00           |
| 7062 · SWAS                                  | 4,320.00                 | 179.50            | 1,746.64                | 40%                   | 2,573.36            |
| <b>Total 5200 · Equipment</b>                | <b>319,916.00</b>        | <b>2,944.34</b>   | <b>14,834.33</b>        | <b>5%</b>             | <b>305,081.67</b>   |
|  |                          |                   |                         |                       |                     |
| <b>5300 · Media Licensing</b>                |                          |                   |                         |                       |                     |
| 7059 · Music Library                         | 660.00                   | 55.00             | 220.00                  | 33%                   | 440.00              |
| <b>Total 5300 · Media Licensing</b>          | <b>660.00</b>            | <b>55.00</b>      | <b>220.00</b>           | <b>33%</b>            | <b>440.00</b>       |
|  |                          |                   |                         |                       |                     |
| <b>Total 5000 · CAPITAL EXPENDITURES</b>     | <b>600,000.00</b>        | <b>19,162.29</b>  | <b>79,936.04</b>        | <b>13%</b>            | <b>520,063.96</b>   |
|  |                          |                   |                         |                       |                     |
| <b>NET INCOME/LOSS</b>                       | <b>0.00</b>              | <b>-19,162.29</b> | <b>45,063.96</b>        |                       |                     |
|  |                          |                   |                         |                       |                     |
|  |                          |                   |                         |                       |                     |

# Community Television of Santa Cruz County

## STATEMENT OF FINANCIAL POSITION

As of October 31, 2018

|  | TOTAL               |
|--|---------------------|
| <b>ASSETS</b>                                |                     |
| Current Assets                               |                     |
| Bank Accounts                                |                     |
| 1010 Checking-SCCCU                          | 3,633.90            |
| 1015 PayPal Checking-SCCCU                   | 3,685.69            |
| 1020 Savings-SCCCU                           | 31,554.80           |
| 1021 Petty Cash Fund                         | 170.21              |
| 1070 CD 12 month Cert SCCCUC                 | 48,143.41           |
| 1075 Checking - Lighthouse Bank              | 725,111.87          |
| 1080 Savings - Lighthouse Bank               | 503.39              |
| 1099 Cash Box                                | 0.00                |
| <b>Total Bank Accounts</b>                   | <b>\$812,803.27</b> |
| Accounts Receivable                          |                     |
| 1114 Temp A/R                                | 0.00                |
| 1115 Accounts Receivable                     | 140,752.36          |
| 1116 Grants Receivable                       | 0.00                |
| <b>Total Accounts Receivable</b>             | <b>\$140,752.36</b> |
| 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                                | 0.00                |
| 1203 Crime Coverage                          | 0.00                |
| 1206 Workers Comp Deposit                    | 0.00                |
| 1209 Liability / D&O (SLIP)                  | 0.00                |
| 1210 Property Liability (SPIP)               | 5,066.75            |
| <b>Total 1200 Prepaid Insurance</b>          | <b>5,066.75</b>     |
| 1260 Prepaid Expenses                        | 24,110.00           |
| 1300 PFG Common Stock                        | 4,931.00            |
| 1400 Undeposited Funds                       | 0.00                |
| <b>Total Other Current Assets</b>            | <b>\$34,107.75</b>  |
| <b>Total Current Assets</b>                  | <b>\$987,663.38</b> |
| Fixed Assets                                 |                     |
| 1600 Production Equipment                    | 776,969.81          |
| 1700 Accum Depr-Production<br>Equipment      | -493,235.15         |
| <b>Total 1600 Production Equipment</b>       | <b>283,734.66</b>   |
| 1620 Office Furniture/Equipment              | 99,615.17           |
| 1720 Accum Depr-Furniture/Equipment          | -83,663.58          |
| <b>Total 1620 Office Furniture/Equipment</b> | <b>15,951.59</b>    |
| 1625 Leasehold Improvement                   | 188,719.87          |
| 1725 Accum Depr-Leasehold Improv.            | -114,773.76         |

|   | TOTAL                 |
|---|-----------------------|
| <b>Total 1625 Leasehold Improvement</b> | <b>73,946.11</b>      |
| 1670 Broadcasting Equipment             | 28,933.89             |
| <b>Total Fixed Assets</b>               | <b>\$402,566.25</b>   |
| <b>TOTAL ASSETS</b>                     | <b>\$1,390,229.63</b> |
| <b>LIABILITIES AND EQUITY</b>           |                       |
| Liabilities                             |                       |
| Current Liabilities                     |                       |
| Accounts Payable                        |                       |
| 2100 Accounts Payable                   | -1,372.53             |
| <b>Total Accounts Payable</b>           | <b>\$ -1,372.53</b>   |
| Other Current Liabilities               |                       |
| 2110 Sales Tax Payable                  | 0.00                  |
| 2111 Sales Tax (Manual entry)           | 0.00                  |
| 2140 Accrued Vacation                   | 2,283.20              |
| 24000 Payroll Liabilities               | 1,034.98              |
| CA PIT / SDI                            | 184.34                |
| CA SUI / ETT                            | -720.27               |
| Federal Taxes (941/944)                 | 2,415.97              |
| <b>Total 24000 Payroll Liabilities</b>  | <b>2,915.02</b>       |
| Board of Equalization Payable           | 0.00                  |
| Direct Deposit Payable                  | 0.00                  |
| <b>Total Other Current Liabilities</b>  | <b>\$5,198.22</b>     |
| <b>Total Current Liabilities</b>        | <b>\$3,825.69</b>     |
| Long-Term Liabilities                   |                       |
| 2400 Businees Equipment Loan 33736      | 4,476.36              |
| <b>Total Long-Term Liabilities</b>      | <b>\$4,476.36</b>     |
| <b>Total Liabilities</b>                | <b>\$8,302.05</b>     |
| Equity                                  |                       |
| 3000 Opening Bal Equity                 | 0.00                  |
| 3015 Net Assets-Temp Restricted         | 0.00                  |
| 3900 Retained Earnings                  | 675,050.68            |
| 3905 Retained Earnings - Capital        | 641,463.55            |
| Reserves                                |                       |
| Net Revenue                             | 65,413.35             |
| <b>Total Equity</b>                     | <b>\$1,381,927.58</b> |
| <b>TOTAL LIABILITIES AND EQUITY</b>     | <b>\$1,390,229.63</b> |

# CTV Committee Roster

## 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, Maitreya Maziarz

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

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

## Other Committees

**FUND DEVELOPMENT COMMITTEE-** Maitreya Maziarz, Judy Owen, Mathilde Rand

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

**VOLUNTEER ADVISORY COMMITTEE-** Mathilde Rand (Chair)

## **CTV Board Meeting Calendar 2019**

### **JANUARY 28, 2019**

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

Regular Board meeting

### **FEBRUARY 25, 2019**

Regular Board or Committee Meetings.

### **MARCH 25, 2019**

Regular Board or Committee Meetings.

### **APRIL 22, 2019**

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 27, 2019**

Regular Board or Committee Meetings.

### **JUNE 24, 2019**

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 22, 2019**

Regular Board or Committee Meetings.

### **AUGUST**

No Regular Board or Committee meetings.

### **SEPTEMBER 23, 2019**

Review current FY budget.

Regular Board meeting

### **OCTOBER 28, 2019**

Consider recommendations of Finance Committee re accepting annual audit;

Review current FY budget.

Regular Board meeting

### **NOVEMBER 25, 2019**

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 26, 2018

1. Administration

● Financial

Coworking

- The Coworking center is in profit for October and has been steadily in profit for the past 9 months.
  - There continues to be more activity in the café area.
  - Studio Rentals
  - Equipment rentals
    - We received \$1897 this month from equipment / studio rentals by non-members.

Paid Services

- o Government Meeting Services
  - CTV will provide coverage for an estimated 18 meetings in November.
- o CMAP Government Meetings / Programming
  - Victor continues to managing the Government Meeting Service and Programming for CMAP.
- Independent Media Initiative
  - o I have completed a draft of the guidelines for applicants
  - o Working with our attorney on an Fiscal Sponsorship agreement

2. Equipment / Facilities:

Building

- Internet



- o The process has begun to bring fiber to our building. It is scheduled to be completed by end of January.

### 3. Communications

#### Advertising

- Ian Berry, our Community Coordinator is promoting movie nights in the studio. Ian will hold a first Friday event in December.
- Work on our website project continues.
- Google ads are appearing.

## 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 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, 2017~~8~~ through November 30, 2018~~.9~~. 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 ~~\$35,500.00~~~~40,250~~~~00560.00~~. 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 ~~\$2,880.00~~~~958.33~~ through **November 2018~~9~~**.
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.

### 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 provide services to CTV 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~~ maintain 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. 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 201~~98~~-20~~19~~209, and submission of said Budget to the CTV Board of Directors for their review and approval not later than March 1, 201~~98~~.
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, 201~~98~~, 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~~maintain self-sustainability for CTV.

#### B. CTV RESPONSIBILITIES

CTV will collaborate and work closely with CMAP, and specifically the Director, to accomplish the deliverables arising under this Agreement. CTV's obligations 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 2018-2019, 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~~maintain 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.

**C. 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.

**D. 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.

**E. 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)  
 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  
 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, 2018<sup>7</sup> through November 30, 2019<sup>8</sup>. 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~~ Paul Da Silva – Board Chair

\_\_\_\_\_  
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.

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.



RESOLUTION OF THE BOARD OF DIRECTORS OF  
COMMUNITY TELEVISION OF SANTA CRUZ COUNTY

RESOLUTION NO.:     001-2018    

On 11/26/2018, at a regular noticed and convened meeting of the Board of Directors of Community Television of Santa Cruz County, also known as "CTV", the Board adopted the following Resolution of the Board:

*Pursuant to Board Resolution dated: 11/26/2018, the Board resolves the following:*

- 1. To approve the following Board Officers and Employees as signers on the Lighthouse Bank Account:*

*Maitreya Maziarz – Board Chair  
Joe Hall - Treasurer  
Mathilde Rand – Vice Chair  
Larry Laurent - Secretary  
Becca King Reed – Executive Director*

- 2. To remove the following names as signers on the Lighthouse Bank Account:*

*Keith Gudger*

I, Larry Laurent, Secretary of the Board of Community Television of Santa Cruz County, hereby certify that the foregoing Resolution of the Board was duly adopted and inserted into the Minutes of the Corporation.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Larry Laurent – Secretary of the Board

\_\_\_\_\_  
Joe Hall – Treasurer of the Board