



325 Soquel Avenue
Santa Cruz, CA 95062

BOARD OF DIRECTORS
Special Meeting
July 28, 2025
5:30 p.m.
Zoom Online Meeting

****PLEASE NOTE****: The meeting will be held via Zoom at <https://us06web.zoom.us/j/89036454269>

A G E N D A

1. Roll Call

Guy Lasnier (Chair), Maitreya Maziarz, Keith Gudger, Joe Hall, Nick Ibara, Tom Manheim, Janis O'Driscoll, Mathilde Rand

[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.

REGULAR AGENDA

4. Approve 2025-2026 contract between the City of Santa Cruz, County of Santa Cruz and Community Television of Santa Cruz County, Inc.

5. Announcements

6. Adjournment

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

item on the agenda. Each presentation will be limited to three minutes. The maximum time devoted to public input on any item will be determined by the Chair.



325 Soquel Avenue
Santa Cruz, CA 95062

EXECUTIVE COMMITTEE Regular Meeting

**July 28, 2025
5:30 p.m.**

A G E N D A

1. Roll Call

Guy Lasnier (Chair), Maitreya Maziarz, Keith Gudger, Joe Hall, Nick Ibarra, Janis O'Driscoll, Mathilde Rand, Tom Manheim

[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.

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

July 1, 2025

AGREEMENT

This Agreement is made this _____ day of _____, 2025, by and among the City of Santa Cruz, a municipal corporation ("City"), the County of Santa Cruz, a political subdivision of the State of California ("County"), and Community Television of Santa Cruz County, Inc., a nonprofit corporation ("CTV"), and hereinafter collectively as "Parties" agree as follows:

RECITALS

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

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

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

- A. Manage PEG Channel Capacity. Comcast has dedicated and will continue to dedicate certain channel capacity to PEG access purposes. CTV will manage PEG channel capacity.
- B. Operate the Public and Educational Access Channel Space and Facilities. CTV will operate the Public and Educational Access channel space and facilities for public access programming purposes in a manner which is consistent with the State Franchise then in effect, currently Comcast, and in compliance with applicable State, Federal, and local laws and policies, with the primary purpose being to support the mission of CTV to foster community dialogue and individual self-expression through television, the internet, and other electronic media.
- C. Operate the Government Access Channel Space and Facilities. CTV will operate the government access channel space and facilities in a manner which is consistent with the State Franchise then in effect and in compliance with applicable State, Federal, and local laws and policies, with the primary purpose being to administer, coordinate, assist, and provide training at cost to all public agencies in Santa Cruz County. CTV will also facilitate the cablecasting of the meetings of the County of Santa Cruz Board of Supervisors and the Santa Cruz City Council.

- D. Operate a Community Access Center. CTV will manage a video production facility which shall be available for public use on a scheduled basis acceptable to the Parties.
- E. Provide Equal Access. CTV will provide access to the equipment, facilities, channel space, and services on a non-discriminatory basis, as described in Section 2, for non-commercial programming purposes, whether for individuals, groups, or organizations, pursuant to operating rules promulgated by CTV and in compliance with applicable State, Federal, and local laws and policies.
- F. Develop Operating Policies and Procedure. CTV has policies and guidelines for the use, allocation and operation of the equipment, facilities, and channel space on file at their offices. Access to equipment and facilities shall be open to all residents of Santa Cruz County within the Comcast Service Area pursuant to the State Franchise currently in effect who satisfactorily complete training classes provided by CTV, which shall be provided on a scheduled basis, or who receive a certification from CTV, identifying said user(s) as having satisfied training requirements through means other than CTV training classes.
- G. Compliance with Laws, Rules and Regulations. CTV will administer the PEG access channel space and facilities in compliance with applicable State, Federal, and local laws and policies, and in compliance with the State Franchise then in effect.
- H. Training. CTV will facilitate training of residents of Santa Cruz County within the Comcast Service Area pursuant to Comcast's State Franchise, and City, County, and school, college, or other public sector employees located in Santa Cruz County within the Comcast Service Area with respect to local PEG programming. Training will be facilitated in the techniques of video production, and CTV will further provide technical advice in the execution of productions.
- I. Playback/Cablecast. CTV will provide for the playback/cablecasting of programs on the PEG access channel space.
- J. Promotion. CTV will actively promote the use and benefit of PEG access channel space and facilities to cable subscribers, the public, and access users.
- K. Locally Produced Programming. CTV will provide a minimum of 56 hours per week of locally produced video programming pursuant to DIVCA.
- L. Government Meetings. CTV will provide one (1) staff member onsite to cablecast every County of Santa Cruz Board of Supervisors and Santa Cruz City Council meeting. Each meeting will be rebroadcast a minimum of five (5) times.
- M. Digital Uploads. CTV will accept digital uploads of content from producers.
- N. Internet Archive. CTV will archive all televised meetings for five (5) years and allow for Internet based on-demand playback of the meetings.

Section 2. Channel Space – Public. CTV agrees to keep the PEG channel(s) open to all potential users regardless of their viewpoint, subject to FCC regulations and other relevant laws. The City, County, CTV, and/or Comcast shall have no authority to control the content of programming placed on the PEG channel(s) so long as such programming is lawful. Nothing herein shall prevent CTV, the City, the County, or Comcast from producing or sponsoring

programming, prevent the City, County, or Comcast from underwriting programming, or prevent the City, County, Comcast, or CTV from engaging in activities designed to promote production of certain types of programming or uses by targeted groups as consistent with applicable law and rules for use of the PEG channel(s). CTV may develop and enforce policies and procedures which are designed to promote local use of the PEG channel(s) and make programming accessible to the viewing public, consistent with such time, place, and manner regulations as are appropriate to provide for and promote use of PEG channels, equipment, and facilities.

Section 3. Indemnification. CTV shall indemnify, defend, and hold harmless the City and County, its officers, agents, employees, and volunteers from and against any and all claims, injury, suits, actions, causes of action, losses, damage, or liabilities of any kind, nature or description including, brought by any person or persons for or on account of any loss, damage or injury to person, property or any other interest, tangible or intangible, sustained by or accruing to any person or persons, howsoever the same may be caused, directly or indirectly arising or resulting from any alleged acts or omissions of CTV, its officers, employees, agents, or subcontractors arising out of or resulting from the performance of this Agreement.

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

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

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

Section 6. Distribution Rights.

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

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

Section 7. Equipment and Facilities

- A. CTV shall be responsible for the regular maintenance and repair of all equipment and facilities owned, leased, or loaned to it under this Agreement or purchased with funds provided pursuant to this Agreement and all previous agreements.
- B. CTV shall own all equipment and facilities acquired by it and purchased by it and purchased with funds received pursuant to this Agreement and all previous agreements, except that upon termination as provided for in Sections 19 and 20 of this Agreement, all equipment or facilities then owned by CTV shall become the property of the City and County.

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

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

Section 8. Insurance. CTV shall maintain in full force and effect at all times during the term of this Agreement insurance as required by Exhibit A. The cost of such insurance shall be borne by CTV and may be included in CTV's annual budget. The City and County shall each be named as additional insureds on the insurance policies required by this Agreement.

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

CTV will state that they are an equal opportunity employer in all solicitations or advertisements

for employees placed by or on behalf of CTV, and ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical handicap, medical condition (cancer related), marital status, sex, sexual orientation, age (over 40), veteran status or any other non-merit factor unrelated to job duties. CTV in solicitation for goods or services will make a good faith effort to consider Minority/Disabled Owned Business Enterprises.

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

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

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

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

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

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

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

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

Section 13. Records, Fiscal Audit.

- A. CTV shall maintain all necessary books and records in accordance with generally accepted accounting principles.
- B. Within sixty (60) calendar days following final payment under this Agreement, CTV shall provide all records pertinent to this Agreement to County and City.
- C. Upon request from City and/or County, CTV shall, at any time during normal business hours, make available all of its records with respect to all matters covered by this Agreement.
- D. CTV shall annually provide a compilation financial report to County by December 31.

Section 14. Funding.

- A. Comcast has dedicated certain channel capacity to PEG access use. The City and County agree to permit CTV to manage that channel capacity for PEG access programming purposes.
- B. The City and County agree that they will provide funding to CTV for the provision of PEG access services based on the funding and fee schedule specified in Exhibit B, subject to the collection and payment to the City and County of an equal or greater amount of PEG Fee pursuant to the State Franchise then in effect.
- C. CTV may establish reasonable usage charges and membership fees and will inform the City and County of those rate changes at budget time.

Section 15. Annual Plan and Budget.

- A. On or before January 15 of each year in which this Agreement is in effect, the County shall provide CTV with an estimate of the amount of funds that will be available to CTV for the upcoming fiscal year. As used herein, the fiscal year begins on July 1 and ends on June 30.
- B. On or before March 30 of each year in which this Agreement is in effect, CTV shall provide to the City and County an Access Activities Plan and Budget (the "Plan") outlining activities and programs planned for the following fiscal year with funds and channel space received pursuant to this Agreement. Such plan shall contain: (1) a statement of anticipated number of hours of local origination programming; (2) training

classes planned; (3) other access activities planned by CTV; (4) an operating and capital equipment and facilities budget which reflects funds available to CTV from all sources.

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

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

Section 17. Receipt of Approved Funds. For each year in which CTV has submitted the Plan to City and County as required under Section 15 of this Agreement, City and County shall make quarterly payments to CTV thirty (30) calendar days after receipt of the Comcast payments for access support pursuant to the Plan, or any portion of the Plan which was approved. City and County may withhold funds relating to a Plan which was disapproved or funds relating to portions or provision of the Plan which were disapproved. CTV shall submit a quarterly report detailing capital expenditure as defined pursuant to the applicable provisions of the DIVCA regulations. . This quarterly report shall provide the following:

- A. A description of typical expenses associated with each category;
- B. Year-to-date totals for each expenditure category;
- C. An explanation of any non-recurring or unusual expenditures in each category; and,
- D. Clarification of any relevant accounting procedures or adjustments applied during the reporting period.

Section 18. Funding from other Sources. CTV may, during the course of this Agreement, receive supplemental funds from other sources, including, but not limited to fundraising activities which are allowed by law and will not cause it to lose its tax-exempt status. Funds obtained in this manner shall not supplant amounts payable under this Agreement

Section 19. Term of Agreement. This Agreement shall be for the period commencing on July 1, 2025 and ending on June 30, 2026. This Agreement may be extended for up to one (1) additional year, thus expiring on June 30, 2027, upon mutual written agreement by the Parties, which mutual written agreement shall occur, if at all, no later than May 31, 2026.

Section 20. Termination of Agreement; Transfer of Assets.

- A. The City and/or County shall have the right upon ninety (90) calendar days written notice to CTV to terminate this Agreement for: (1) breach of any material provision of the Agreement by CTV, provided that CTV may void termination by curing any such breach under this Section A(1) within thirty (30) calendar days of written notification by

City and County or within a longer time frame agreed to by City and County and CTV; (2) malfeasance, misfeasance, misappropriation of funds; (3) loss of its 501(c)(3) status; (4) any violation of federal, state, or local law relating to the subject matter of this Agreement (5) a sole determination by the City and/or County that continuation of the Agreement would not be in the public interest; or (6) loss of funding from the City and/or County.

- B. CTV shall have the right, upon ninety (90) calendar days written notice to City and County, to terminate this Agreement in the event of material changes to the franchise agreements presently held by Comcast or if it would be commercially impractical for CTV to continue operations.
- C. Upon termination of this Agreement, all equipment, real property, fixtures, contracts, leases, deposit account or other assets owned or held by CTV shall transfer to the City and County. CTV shall execute any necessary documents to document and perfect said transfer.

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

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

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

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

To CTV: Executive Director
 325 Soquel Avenue
 Santa Cruz, CA 95062

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

To County: Information Services Department 701
 Ocean Street
 Santa Cruz, California 95060

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

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

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

and Taxation Code Section 107.6.

Section 27. Modification. This Agreement may not be modified, and no waiver is effective, except by written agreement signed by the Parties.

Section 28. Construction. The final form of this Agreement is the result of the Parties' combined efforts. If anything in this Agreement is found by a court of competent jurisdiction to be ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement against either Party.

Section 29 Headings. The headings and paragraph titles in this Agreement are for convenience only and are not part of this Agreement.

Section 30. Severability. If anything in this Agreement is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in effect, and the Parties shall make best efforts to replace the unlawful or unenforceable part of this Agreement with lawful and enforceable terms intended to accomplish the Parties' original intent.

Section 31. No Waiver. Payment, waiver, or discharge by the City or County of any liability or obligation of CTV under this Agreement on any one or more occasions is not a waiver of performance of any continuing or other obligation of CTV and does not prohibit enforcement by the City or County of any obligation on any other occasion.

Section 32. No Third-Party Beneficiaries. This Agreement does not and is not intended to create any rights or obligations for any person or entity except for the Parties.

Section 33. Force Majeure. Neither Party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such Party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

Section 34. Integrated Contract. This Agreement, including its attachments, is the entire agreement between the Parties with respect to the subject matter of this Agreement, and it supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature unless those things are expressly included in this Agreement.

Section 35. Counterpart Execution. This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

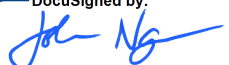
[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

COUNTY OF SANTA CRUZ

Director of Information Services

Approved As To Form:

DocuSigned by:
 7/15/2025
F0F6FD189D784BF...

Office of the County Counsel

Approved As To Insurance:

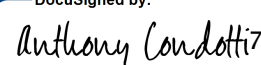
Signed by:
 7/15/2025
E4EADC5BA53B4DB...

Risk Management

CITY OF SANTA CRUZ

Signed by:
 7/22/2025
D6BBD8AD947F49F...
City Manager

Approved As To Form:

DocuSigned by:
 7/16/2025
09F98FEC30914D9...

City Attorney

COMMUNITY TELEVISION OF SANTA CRUZ
COUNTY, INC

Executive Director

Exhibit A.—Insurance Requirements

CTV, at its sole cost and expense, for the full term of this Agreement and any extensions thereof, shall obtain and maintain at minimum all of the following insurance coverage. Such insurance coverage shall be primary as respects City and County, and any insurance or self-insurance maintained by County shall be excess of CTV's insurance coverage and shall not contribute to it.

Types of Insurance and Minimum Limits

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

Other Insurance Provisions

1. If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, CTV shall maintain such insurance coverage with an effective date earlier or equal to the effective date of the Agreement and continue coverage for a period of three years after the expiration of the Agreement and any extensions thereof. In lieu of maintaining post-contact expiration coverage as specified above, CTV may satisfy this provision by purchasing tail coverage for the claims made policy. Such tail coverage shall, at a minimum, provide coverage for claims received and reported three years after the expiration date of this Agreement.
2. All required Automobile Liability Insurance, Comprehensive or Commercial General Liability Insurance shall contain the following endorsement as a part of each policy.

"The City and County of Santa Cruz are hereby added as additional insured as respects to the operations of the named insured."
3. All the insurance required herein shall contain the following clause:

"It is agreed that this insurance shall be canceled or non-renewed until thirty days after the City and County shall have received written notice of such cancellation or non-renewal. The notice shall be deemed effective the date delivered to the City and/or County as evidenced by properly validated return receipt. Such notice shall be sent to County's Executive Officer and City Manager."
4. CTV agrees to provide City and County at or before the effective date of the Agreement with a certificate of insurance of the coverage required. The certificate shall be sent to

Santa Cruz County Auditor-Controller.

5. The vehicles used by CTV employees for transportation to the City's or County's facilities shall be covered by Comprehensive or Commercial General Liability Insurance in the minimum amount of \$1,000,000 combined single limit, including bodily injury, personal injury, and broad form property damage. Such insurance coverage shall include, without limitation:
 - a. Contractual liability coverage meet integral's indemnification under this Agreement; and adequate to obligations
 - b. A cross-liability or severability of interest cause.

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

Exhibit B – Funding & Fee Schedule

CTV funding will be done on a not to exceed basis and will be paid to CTV over four (4) quarterly payments for each fiscal year from July 1 through June 30.

CTV funding will include payments from DIVCA PEG for capital equipment and facilities, as shown below.

ANNUAL FUNDING	
Fiscal Year (July 1 - June 30)	Funding
2025-2026	\$600,000 DIVCA PEG
2026-2027	\$600,000 DIVCA PEG
2027-2028	\$600,000 DIVCA PEG
2028-2029	\$600,000 DIVCA PEG

CTV will cablecast all County of Santa Cruz Board of Supervisors meetings and Santa Cruz City Council meetings at the hourly rates set forth in the Fee Schedule below. This includes both regular and special meetings of the Board and Council, as well as any additional meetings cablecast for County or City.

FEE SCHEDULE		
SERVICE	UNIT	AMOUNT
Public Meeting Coverage	Hourly	\$160
Technical Support/maintenance	Hourly	\$82
Close Captioning	Hourly	\$150

For each hour after eight (8) hours that an operator is onsite, the hourly charge will be 150% of the hourly charge listed in the Fee Schedule, above.

An additional hour per meeting will be charged when operators are not able to take a rest or meal break.