

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
PACIFICA COMMUNITY TELEVISION FOR PUBLIC, EDUCATION, AND
GOVERNMENTAL ACCESS TELEVISION SERVICES**

THIS AGREEMENT, entered into this _____ day of _____, 20_____,
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and
PACIFICA COMMUNITY TELEVISION, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of Public, Education, and Governmental (PEG) access provider within the service territory defined in this Agreement; and

WHEREAS, the County is the franchising authority for the cable television distribution system serving said portion of the unincorporated area of San Mateo County; and

WHEREAS, this Agreement defines the rights and obligations of said parties in connection with the implementation of the community access provisions of the cable television franchise agreement between the County and the cable operator dated April 4, 2006, which franchise governs the provision of cable television services by the cable operator. It is the intention of County and Pacifica Community Television (PCT) by this Agreement to conform to the terms of the County franchise reference above. In the event of any conflict between the terms of this Agreement and the franchises issued by the County, the franchise shall control; and

WHEREAS, commencing September 12, 2011 and through the term of this Agreement, PCT shall act as the non-profit entity designated by the County to receive funds to carry out PEG access programming on the cable operator's system, and to perform the PEG access functions defined in this Agreement.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO
AS FOLLOWS:**

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Exhibit C – Equipment List

Exhibit D – Schedule of Fees

Attachment I – §504 Compliance

Attachment II - Contractor’s Declaration Form

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit “B,” Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit “A.” Effective September 12, 2011, Contractor is designated as the public, education, and governmental access provider within the following service area: the unincorporated area of the San Mateo County coastside including, but not limited to, Montara, Moss Beach, El Granada, Princeton, La Honda, and Pescadero. This service area shall hereafter be referred to as the “County coastside area”.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable.

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from June 7, 2011 through June 30, 2015. County may exercise, at its sole discretion, an option to extend this Agreement for up to five additional years.

With or without cause, Contractor may terminate this Agreement by providing no less than one year’s written notice to County and County may terminate this Agreement by providing no less than ninety days’ written notice to Contractor. In addition this Agreement may be terminated with or without cause upon mutual agreement of the parties. The Director of Public Works or his/her designee is authorized on behalf of the County to effectuate any termination set forth in this paragraph. Subject to availability of funding, Contractor shall be entitled to receive any applicable pro-rata payment.

5. Lack of Cable Provider

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits if there ceases to be a cable operator in the service area, by providing written notice to Contractor as soon as County receives notice of the unavailability of a cable provider.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this

Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- | | |
|---|-------------|
| (a) Comprehensive General Liability | \$1,000,000 |
| (b) Motor Vehicle Liability Insurance | \$1,000,000 |
| (c) Professional Liability | \$1,000,000 |

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;

- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

(a) Contractor shall maintain all required records for three (3) years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the County.

(c) Contractor agrees to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

This Agreement, including the Exhibits and Attachments attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

In the case of County, to:
Director of Public Works
County of San Mateo
555 County Center, 5th Floor
Redwood City, CA 94063
Fax (650) 361-8220

In the case of Contractor, to:
Executive Director
Pacifica Community Television
580 Crespi Drive
Pacifica, CA 94044
Fax (650) 355-6467

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Pacifica Community Television

Contractor's Signature

Date: _____

Exhibit A Services

I. GOVERNING STRUCTURE AND KEY PERSONNEL

A. Governing Structure

1. Board of Directors. Contractor's Board shall be responsible for the oversight of services performed under this Agreement.
2. Membership of the Board of Directors. Within six (6) months of the execution of this Agreement Contractor shall have at least one (1) Member of the Board of Directors that is a resident(s) from the County coastside area. Through attrition and consistent with the Contractor's bylaws the number of Board Members from the County coastside area shall increase to two (2) within one year of execution of the Agreement.
3. Meetings of the Board of Directors. Contractor's Board shall hold regular meetings either in the City of Pacifica or within the unincorporated coastside area of the County or the City of Half Moon Bay. Such meetings shall be noticed on Contractor's website and open to the public. The Board shall allow for public comment at the meetings.

B. Contractor's Key Personnel

1. Roles and responsibilities. It is understood that over time, specific positions and their roles and responsibilities may change. In the event that any of the below positions is substantially modified or there is a change in the personnel holding such positions, Contractor will notify County prior to making this change. County shall have the right to object to any changes that materially alter the roles and responsibilities of the position. Contractor agrees to cooperate in good faith to address and resolve any such objection of County. In the event County has bona fide and legitimate complaints regarding the performance of any such personnel, Contractor agrees to cooperate in good faith with County in addressing and resolving such concerns.
2. Listing of key personnel. The key personnel and their respective job descriptions in regards to the services to be performed under this Agreement are:
 - a) Executive Director - The Executive Director shall act as a community liaison and work with government and community organizations directly. The Executive Director shall be responsible

for organizing meetings, communications, and prioritization of programming with public officials and community groups.

- b) Production Manager –The Production Manager shall be responsible for training and equipping local residents to use technology, teaching computer classes, supporting all studio operations, and overseeing recordation of live events.
- c) Program Coordinator –The Program Coordinator shall maintain the Contractor’s website, update the playback schedule and schedule of classes and workshops and advertisement of Contractor’s programs and events in other forms of local media. The Program Coordinator is also responsible for ensuring that all programming is available for viewing 24 hours a day, 7 days a week on the channel as well as on the Contractor’s website.
- d) Volunteers and Interns - Contractor shall actively seek and utilize volunteers and interns from the community to assist with government meetings, public access and educational programming.

II. OFFICE, EQUIPMENT, AND FACILITIES

- A. Office, Studio, and Media Lab. Contractor shall continue to maintain an office, studio, and media lab either at its present location in Pacifica or some other location within the coastside area of the County.
 - 1. Office Hours. Contractor shall maintain the following office hours: Monday through Friday from 1:00pm – 6:00pm. Contractor shall publicize its office hours and location on its website and on Channel 27 in the County coastside area.
 - 2. Notification of Changes. Contractor shall provide the County with 60-day notification in writing of changes to the office or studio locations or office hours.
- B. Equipment. Any equipment listed in Exhibit C or otherwise required for the performance of services under this Agreement that Contractor does not own may be purchased with funds received pursuant to this Agreement.
 - 1. Duty to maintain. Contractor shall provide regular maintenance and repair of all equipment necessary to perform the services under this Agreement.
 - 2. Equipment at termination of Agreement. Upon the termination of this Agreement, any such equipment or facilities purchased with funds received pursuant to this Agreement shall become the property of the

County.

3. Equipment upon dissolution of Contractor. Contractor shall, upon its dissolution and subject to the approval of the County, transfer all of its assets funded pursuant to this Agreement for equipment and facilities and the proceeds, if any, to the County, or at the County's option, to such entity or entities designated by the County to manage access, provided that any such entity or entities shall at the time of transfer qualify as a tax exempt organization(s) under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue Law).

III. PROGRAMING, OPERATION, AND REPORTING

- A. Commencement of Broadcasting. Contractor shall ensure that it is able to broadcast all programming set forth in this Agreement commencing September 12, 2011. Contractor shall maintain a simultaneous webstream of all content broadcast over Channel 27. Prior to September 12, Contractor shall coordinate with Comcast to ensure the commencement of live broadcasting from Contractor's studio, the Ted Adcock Center and the Seton Medical Center. Commencing September 12, 2011, Contractor shall commence live broadcasting and webstreaming from Contractor's studio. By September 30, 2011, Contractor shall commence live broadcasting from Ted Adcock Center and the Seton Medical Center or as soon thereafter subject to the completion of Comcast's facility work and shall provide County with written confirmation of the commencement date for simultaneous webstreaming from these locations, said date shall be no later than December 1, 2011.
- B. Notice to the Public. Within six (6) weeks following execution of the Agreement, Contractor shall submit a plan to the County for approval outlining its plan to notify the public of the Contractor's operation of the Public, Education, and Governmental (PEG) Access station and related services. Notification shall commence one month prior to commencing service to the County coastside area.
- C. Programming Schedule. Within six (6) weeks following execution of this Agreement, Contractor shall develop a programming schedule that incorporates the programming pursuant to the Agreement. The programming schedule shall also include priority, timeslots, and frequency, including playback information, and frequency of County versus Pacifica specific programming. The program schedule shall include sufficient detail to quantify the broadcast time that will be made available for each of the Public, Education, and Governmental access components of PEG Access. The program schedules shall be available on the Contractor's website and message board.
- D. Playback of PEG Access Programming. Within six (6) weeks following execution of this Agreement, Contractor shall develop and submit to the County for approval polices regarding playback, programming retention, web availability, programming availability on DVDs, and priority, frequency, and availability of community, educational, and government programs. The policy shall indicate specifically what is available to County coastside residents either through Channel

27 or the Internet. This policy can be amended from time to time with prior County approval. Contractor shall playback any programming submitted provided that Contractor consistently over time and between submissions determines the following:

1. The program does not contain a commercial message.
2. The program meets a minimum standard of production quality.
3. The program does not contain depictions of sex, nudity or violence that would be deemed in violation of Federal Communications Commission television broadcast regulations. Any programs that contain profanity must be shown after 10 p.m.

E. Special Needs Groups. Programming shall address special needs groups, including but not limited to the hearing impaired.

F. Copyrights and Distribution Rights. Before Contractor cablecasts video transmissions, Contractor shall require each person submitting, or responsible for submitting, material for cablecasting (a “Community Producer”) to agree, in writing, as follows:

1. Each Community Producer shall obtain the rights to all materials that are cablecast and all clearances from broadcast stations, networks, sponsors, music licensing organizations, and without limiting the foregoing, any and all other persons as may be necessary to transmit the Community Producer’s program material over Contractor’s access channel; and
2. Each Community Producer shall indemnify and hold harmless Contractor and the County, and their officers, agents, employees and volunteers from and against any and all claims, demands, or causes of action, including, without limitation, all liabilities, losses and damages, arising out of or resulting from the use or cablecasting of the Community Producer’s materials over the Contractor’s channel.
3. Contractor shall maintain for the term of the applicable statute of limitations copies of all Community Producer agreements required by this Agreement, and shall make such Community Producer agreements available for County inspection on reasonable notice from the County.
4. Contractor shall own the copyright of any programs, which it may choose from time to time to produce. Copyright of programming produced by the public shall be held by such person(s) who produces said programming.
5. Contractor shall require that all programs produced with funds, equipment, facilities, or staff granted under this Agreement shall be distributed on the channel whose use is authorized by this Agreement. This paragraph shall not be interpreted to restrict other distribution (beyond distribution on the

channel authorized by this Agreement), so long as such other distribution is consistent with any pertinent guidelines established in Contractor's policies and procedures and with applicable law with the intent of providing a shared copyright.

6. Contractor shall provide access to the PEG access channel to eligible users regardless of their viewpoint, subject to FCC rules and regulations and other applicable laws. Neither the County, the Cable Companies, nor Contractor shall have the authority to control the content of programming placed on the public access channel so long as such programming is lawful and is consistent with Contractor's playback policies. Nothing in this Agreement shall be interpreted or construed to prevent Contractor, the County, or a Cable Company from producing or sponsoring programming, underwriting programming, or engaging in activities designed to promote the production of certain types of programming or use by targeted groups, consistent with applicable laws and rules governing the use of PEG channels. Contractor may promulgate and enforce policies and procedures that are designed to promote the local use of the channel and make the programming accessible to the viewing public, consistent with such appropriate time, manner, and place regulations that provide for and promote the use of PEG Facilities and Channels.

G. Message Board and website. Contractor shall broadcast messages that may include multiple pages, color graphics, and photos on Channel 27 and maintain a website that will provide, at a minimum, the following information in a timely and relevant manner:

1. Important emergency related information
2. Upcoming events sponsored by local governmental and non-profit organizations
3. Local non-profit organization announcements
4. Comprehensive coastside community calendar of events as provided by the community
5. Timely announcement of potential delays in traffic on major thoroughfares with the County coastside area caused by road work or special events as available through news aggregators
6. Upcoming public meetings of local agencies within the coastal area
7. Upcoming Contractor Board meetings and ability to provide input on PEG programming

H. Social Media Hub/Website. Contractor shall develop and maintain a social media hub/website to enable Community Producers to upload videos to the Contractor from their personal computers, communicate with Contractor and each other via video in real time, and advertise their own programs and activities. Contractor shall utilize this social media hub/website to advertise its services and programs.

IV. OPERATION OF THE PUBLIC ACCESS PORTION OF PEG T.V.

- A. Access to the Channel. Contractor shall operate and manage the public access portion of the channel for public and community access non-commercial community programming purposes for the County coastside area, including the primary purpose of administering, coordinating, and assisting requests by the community for use of the public access channel.
1. Required Hours of Community Based Programming. Contractor shall provide access as described in its Programming Schedule for community based programming through the use of staff, volunteers, and interns who have received adequate training from Contractor. Contractor shall work with and train residents to create community produced programming of value to the community.
 2. Types of Community Based Programming. Contractor shall provide access to Community Producers to record and broadcast community based events within the County coastside area such as, but not limited to: high school athletic events, high school non-athletic events, senior events, local interest group events, business community events, volunteer and non-profit agency or organization events, or community specific special events.
 3. Community Partnership. Contractor shall develop community partnerships with community-based organizations and media alliances to increase the public's understanding of its ability to work with and avail the public access services of Contractor.
 4. "Friends of PCT". Contractor shall work to create a strong presence with individuals on the coast through an existing program entitled "Friends of PCT". This program strives to engage area businesses to support Contractor through offering discounts to residents who are members of the "Friends of PCT".
- B. Access to Equipment, Facilities, Studio, and Media Lab. Contractor shall provide access to the use of the equipment, facilities, studio, media lab, and services for non-commercial programming purposes, whether individuals, groups, or organizations pursuant to Contractor's operating policies. Prior to allowing such access, Contractor may require such public users to satisfactorily complete training classes taught by Contractor. Contractor shall provide adequate access to equipment for residents within the County coastside area. Contractor shall develop a plan to determine access needs, frequency, and access locations to ensure that residents within the County coastside area are provided adequate access to equipment.

- C. Training and workshops. Contractor shall provide periodic training and workshops to equip and enable community residents to facilitate their own productions and create their shows.
1. Types of Workshops and Training. Contractor's workshops and trainings shall include, but not be limited to: camera operations, remote production, floor director, audio operations, computer graphics, computers use and Internet use. Contractor shall include additional workshops as appropriate, based on community interest, and as technology evolves. Contractor may charge a fee to the participants of the trainings and workshops.
 2. Frequency and Advertisement of Workshops and Training. Workshops shall generally occur on a recurring monthly basis and as consistent with community interest. Contractor shall maintain a calendar of events and workshops available to the public on their website and Channel 27.
- D. Annual Plan for Community Based and Public Access Programming. Contractor shall provide the County with a plan for public access programming annually as a part of the required annual reporting. The plan shall include access to equipment for County coastside residents.

V. OPERATION OF THE EDUCATIONAL AND CULTURAL PROGRAMMING PORTION OF PEG T.V.

- A. Required Hours of Educational and Cultural Programming. Contractor shall provide access as described in its Programming Schedule for educational programming through the use of staff, volunteers, and interns who have received adequate training from Contractor. Contractor shall work with and train residents to create educational programming of value to the community.
- B. Types of Educational Programming. Contractor shall provide access as described in its Programming Schedule for educational programming that is relevant to the coastside community. These topics may include, but not be limited to: gardening/agriculture, senior-focused educational programs, business community, parks, volunteer or non-profit agencies/organizations, water conservation, resource conservation, exercise programs, emergency preparedness, educational videos produced or supplied by local government entities, and educational videos produces or supplied by local non-profit organizations.
- C. Types of Cultural Programming. Contractor shall provide the following culturally relevant programming listed below. If existing grant money to support such programming no longer exists or the value of the programming has been diminished, the Contractor shall replace such programs with other cultural programming.

1. “Bilingual Whales of Tales”, an afterschool reading program for children produced in partnership with the San Mateo County library system. The program is designed to immerse them in Spanish and English languages through story to improve language skills and increase cultural understanding.
 2. “New Age Healing and Fitness”, a program that provides information about healing and health from the Chinese perspective. Produced in Chinese and English.
 3. Urban Network Connection a program that highlights arts and cultural events within the African American community.
 4. “Footprints of Pacifica”, a program produced in cooperation with the Pacifica Historical Society, featuring the history of Pacifica. Contractor shall work to expand this type of programming to document the history of the County coastside areas.
 5. Contractor shall create programming and educational opportunities for youth within the County coastside area. Examples of such programming include, but are not limited to, the production of show and media site designed by local students working at Contractor’s media lab through a partnership with the Jefferson Unified School District.
 6. Contractor shall continue to create programming related to the arts such as “Regards to Broadway” which incorporates reviews of local theater along with interviews and live performances from area theater productions.
- D. Annual Plan for Educational and Cultural Programming. Contractor shall provide the County with a plan for educational and cultural programming annually as a part of the required annual reporting.

VI. OPERATION OF THE GOVERNMENTAL ACCESS PORTION OF PEG T.V.

- A. Meetings of the Board of Supervisors and Mid-Coast Community Council. Contractor shall:
1. Provide access as described in its Programming Schedule for the governmental programming, County Board of Supervisors and Mid-Coast Community Council meetings, through the use of staff, volunteers, and interns who have received adequate training from Contractor. The responsibilities shall include program acquisition or production, program scheduling, coordination of playback tapes of local agency meetings, and coordination of channel switching with Comcast and any other Cable Company when required.

2. Broadcast the San Mateo County Board of Supervisors meetings and shall be responsible for coordinating with the PEG provider that currently tapes these meetings. Should the responsibility for taping the meetings be transferred, the Contractor shall be responsible for ensuring the continued broadcast of these meetings. Contractor shall provide live broadcasts of the Mid-Coast Community Council Meetings.
 3. Broadcast the Board of Supervisors meetings on Thursday with one additional replay within the week of the initial broadcast. The Mid-Coast Community Council meetings will be played back once within the week of the initial live broadcast. Contractor shall make these schedules clear and a part of the required programming schedule. The digital files shall be available and searchable on the Contractor's website for a period of six (6) months after the meetings in a video on demand format. The programming shall be archived on DVD for a period of three years. Copies of the recordings shall be made available to the County and public upon request and in accordance with the established schedule of fees in Exhibit D.
- B. Meetings of Other Local Entities on the County Coastside. Contractor shall tape and broadcast the public meetings of the following agencies: Cabrillo Unified School District, Coastside County Water District, Granada Sanitary District, Montara Water and Sanitary District, Sewer Midcoast Authority, and Coastside Fire Protection District. For each agency, this requirement is contingent upon Contractor entering into an agreement with that agency. Contractor may charge each of these agencies for this service. The agreement shall specifically stipulate what services are to be provided by Contractor to agency, which may include but not be limited to, payment requirements, video on demand availability, availability on Contractor's website, ability to search for files on Contractor's website, chaptering, playback schedule, and provision of programming on DVD.
- C. Annual Plan for Governmental Programming. Contractor shall provide the County with a plan for governmental programming annually as a part of the required annual reporting.
- D. County Requests. Contractor shall promptly respond to issues related to programming and other services upon the request of the County.
- E. Additional Features. Contractor shall feature news and important events that would not otherwise be seen on the commercial station including, but not limited to, political forums and local candidate debates and as may be requested by the County.
- F. Publicity. Contractor shall provide adequate channel publicity including a schedule of governmental access available to County coastside area on Channel 27 and on Contractor's website.

VII. REQUIRED ANNUAL REPORTING

- A. Annual Reports. Contractor shall annually provide the County with the following information by August 1 of each year:
1. Current copies of bylaws and a current and complete listing of Contractor's Board of Directors and officers.
 2. Evidence of adequate insurance for Contractor's equipment, liability for its studio, office, and operations, and broadcast liability insurance.
 3. Statistics on programming and service provided to include: station programming and activities, including the hours of programming, programming time dedicated to the Public, Education, and Governmental access components of PEG TV, workshops offered, location of workshops, hours of training provided, and statistics on facilities and equipment use, etc.
 4. Document the status, involvement, and work performed in collaboration with the community partnerships, school districts, media alliances, and businesses during the previous year and anticipated for the following year.
 5. Year-end financial statements, including a balance sheet, sources and uses of funds statement, balance in the any PEG fund account, and an income statement.
 6. Inventory list of video and audio equipment in Contractor's custody with a value in excess of \$5,000.
 7. Annual Survey
 - a. Contractor shall perform a customer satisfaction survey one year after commencing operation and annually thereafter. Survey shall evaluate program effectiveness, program penetration (how many homes are watching the channel), customer needs assessment, and customer satisfaction.
 - b. Results of Contractor viewer surveys completed.
 8. An annual plan and budget, outlining the activities and programs that are planned for the fiscal year with funds received from the County. The plan shall contain:
 - a. A statement of the anticipated number of hours of local original PEG access programming;
 - b. A description of the training classes, location, and the frequency of classes;

- c. Other access activities planned by the Contractor;
- d. A detailed operating, capital equipment, and facilities budget; and
- e. A current schedule of fees for all services.

Exhibit B –Payments and Schedule of Fees

- I. Payments from the County.
 - A. The sole payments from the County to Contractor for the services rendered under this Agreement shall consist of:
 - 1. PEG Capital payments directed to Contractor by County; and
 - 2. two percent of the cable provider’s gross revenue for the County coastside areas received quarterly by the County and within 30 days of the close of the quarter from the cable provider. County shall remit said payments within 30 days of its receipt from the cable provider; and
 - 3. reimbursement of up to \$7,500 for the cost of establishing the live feed connections required under this Agreement.
 - B. In addition to the services set forth in this Agreement, County may request Contractor to provide certain special services. Such special services shall be provided as set forth in Contractor’s schedule of fees attached as Exhibit D, or at a rate approved in writing by the Director of Public Works.

- II. Payments Received from Others
 - A. Contractor shall be entitled to charge local agencies under separate agreements for services rendered to those agencies (other than the County of San Mateo Board of Supervisors and the Mid-Coast Community Council meeting programming).
 - B. Contractor shall be entitled to charge fees to other local entities, agencies and members of the public for training, classes, use of facilities or equipment, or services rendered in accordance with Contractor’s schedule of fees. Contractor may amend its schedule of fees annually. Contractor shall submit its current schedule of fees in accordance with the annual reporting requirements.

Exhibit C - Equipment List

Contractor's equipment includes the following components as well as the items contained on the attached inventory list. Contractor shall provide the County with an updated inventory list annually as part of the required annual report.

- 1.) Multi-camera studio production facility
Contractor maintains a full production facility, which incorporates character generator, time base corrector, video switcher and related equipment in a live, multi-camera recording environment. Programs produced in the studio may be seen live or tape-delayed.
- 2.) 3 E.N.G. Remote Camera Packs
Contractor maintains 3 fully equipped E.N.G. camera packages that can be checked out by community users to record events or produce offsite programs. These packs include portable microphones, cameras and lighting equipment, tripods and tape necessary to record programs.
- 3.) Tri-Caster Remote Production Facility
Contractor maintains a Tri-caster package for staff produced live events. In essence, this means that Contractor staff may be tasked to produce a live event for later playback, stream live to the internet or live to TV with Comcast cooperation as outlined in "Meetings of the Board of Supervisors and Mid-Coast Community Council" (Section IV, Subsection A). Tri-caster production facility includes 3 cameras, audio, the Tri-caster remote switcher and all related equipment for a remote production.
- 4.) Editing Facilities
Contractor maintains on-site APPLE (Final Cut Pro) and PC (Avid) editing facilities for community producers to complete post-production for events and video packages.
- 5.) Media Lab
Contractor maintains a full media lab equipped with PC and Apple computers for use as social media hubs.
- 6.) Master Control
Contractor maintains a computer automated master control system to ensure proper scheduling and playback of programming.

Exhibit C - Equipment List (PCT Inventory)

ITEM DESC	Make	MAKEMODEL	SERIAL#	VENDOR	PURCHDATE	PRICE	PRODUCTION#
Power Amplifier		Ramsa (Panasonic) WP-9055	9160077				
1x3 AV Distribution Amplifier			n/a				
Audio Connection Panel = 17 XLR							
UHF / VHF / FM Amplifier		Archer 15-1113A	D10131391				
Hand-Held Dynamic Unidirectional Mic		Audix CD-7					"Mic-20"
Hand-Held Unidirectional Dynamic Mic		Audix CD-7	no S/N				Mic-19
Tripod and Fluid Head		Bogen-Manfrotto 3221WN tripod / 501 head	055SSB/NFIG(legs)501N107425(head)		3/10/2004	\$286.75	
Single-Channel Intercom System Beltpack Box		Clear-Com 501	A160145				
Single-Channel Intercom System Beltpack Box		Clear-Com 501	A160149				
Single-Channel Intercom System Beltpack Box		Clear-Com 501	A160146				
Single-Channel Intercom System Beltpack Box		Clear-Com 501	A160148				
2-Channel Intercom System Speaker Station		Clear-Com PL Pro KB-211 GM	682613				
Phantom Power Pre-amp		Crown 9051	061060 (9051?)				
Compressor / Gate		dbx 266XLV	36418				
75W Audio Monitor Speaker 8ohm		JBL 4208	94002				
Guitar Stand		KMD					
Audio Generator 10Hz-1MHz		Lodestar AG-2601A	8701014				
Power Supply for Audio Mixing Console		Mackie 220V	G44552				
24x8x2 8-Bus Audio Mixing Console		Mackie 24x8	H23916				
Omnidirectional Tie Clip Microphone		Optimus Cat No. 33-3013					
Digital Audio Tape (DAT) Player / Recorder		Otari DTR-8S	796B3346A				
20" Color Video Monitor		Panasonic CT-2083VY	MB30410155	Columbia Audio / Video	3/8/1993	\$378.00	
24-Bit Stereo Digital Effects Processor		Peavey Showfex	7516975				
Two-Way Personal Radio (blue)		Radio Shack	59679				"8"
Two-Way Personal Radio (blue)		Radio Shack	59504				"8"
Two-Way Personal Radio (blue)		Radio Shack	59509				"A"
Two-Way Personal Radio (blue)		Radio Shack	-46105				"B"
Two-Way Personal Radio (Silver & Black)		Radio Shack	128713				"A"
Two-Way Personal Radio (Silver & Black)		Radio Shack	128736				"B"
Battery Checker / Voltage Tester		Radio Shack 22-096C	05A00				
Hand-Held Dynamic Unidirectional Mic		Shure Beta 58	no S/N				
Hand-Held Condenser Mic		Shure BG 4.0	no S/N				Mic 40
Hand-Held Condenser Mic		Shure BG 4.0	no S/N				Mic-39
Lavalier Mic / Wireless Transmitter		Shure L11-CM	407951661				WL3
Diversity Wireless Receiver Rack		Shure L4-CT	407951662				WR4
Lavalier Mic / Wireless Transmitter		Shure LX1-CL	214975628				WL2
Lavalier Mic / Wireless Transmitter		Shure LX1-CU	214975630				WL1
Hand-Held Dynamic Microphone		Shure SM-57	n/a	Columbia Audio / Video	1/29/1997	\$81.00	Mic-37

ITEM DESC	Make	MAKEMODEL	SERIAL#	VENDOR	PURCHDATE	PRICE	PRODUCTION#
Hand-Held Dynamic Microphone		Shure SM-57	n/a	Columbia Audio / Video	1/29/1997	\$81.00	Mic-38
Hand-Held Unidirectional Dynamic Microphone		Shure SM-58	n/a				
Hand-Held Unidirectional Dynamic Microphone		Shure SM-58	n/a				
Hand-Held Unidirectional Dynamic Microphone		Shure SM-58	n/a				
Hand-Held Unidirectional Dynamic Microphone		Shure SM-58	n/a				Mic-13
Hand-Held Unidirectional Dynamic Microphone		Shure SM-58	n/a				Mic-13
Hand-Held Unidirectional Dynamic Microphone		Shure SM-58	n/a				Mic-14
Hand-Held Mic / Wireless Transmitter		Shure SM87 Mic / L2-CL Trans.	912944177				WH2
Hand-Held Mic / Wireless Transmitter		Shure SM87 Mic / L2-CU Trans.	912944178				WH1
Hand-Held Mic / Wireless Transmitter		Shure SM87 Mic / LX2-CM Trans.	214975631				WHH3
Hand-Held Mic / Wireless Transmitter		Shure SM87 Mic / LX2-CT Trans.	214975632				WHH4
5-Disc Carousel CD Player		Sony CDP-CE345	8256420				
Lavalier Condensor Microphone		Sony ECM-44B	216993				
Lavalier Condensor Microphone		Sony ECM-44B	221560				
Lavalier Condensor Microphone		Sony ECM-44B	216997				Mic-06
Lavalier Condensor Microphone		Sony ECM-44B	200473				Mic-07
Audio Cassette Player / Recorder		Sony TC-W3	822067				
Audio Cassette Player / Recorder		Tascam 122	430135 44				
Audio Cassette Player / Recorder		Tascam 133-B	20002 41				
Direct Box		Whirlwind IMP 2	n/a				
Direct Box		Whirlwind IMP 2	n/a				
Direct Box		Whirlwind IMP 2	n/a				
Direct Box		Whirlwind IMP 2	n/a				
Stereo Power Amplifier		Yamaha A100a	MZ01193				
Fluid Head and Camera Plate		Bogen 3063	n/a				
Portable 5" Color Video Monitor		JVC TM-550U	17931629				
Portable Light Kit		Lowel Tota	n/a				LK1

ITEM DESC	Make	MAKEMODEL	SERIAL#	VENDOR	PURCHDATE	PRICE	PRODUCTION#
Portable Light Kit		Lowel Tota	n/a				LK2
Portable 4-Input Microphone Mixer		Shure M267	n/a				
Portable 4-Input Microphone Mixer		Shure M67	n/a				
Portable 4-Input Microphone Mixer		Shure M68	n/a				
1x4 RF Distribution Amplifier		Aim 4920					
19-Degree Ellipsoidal Light Lens		ETC Source Four					
26-Degree Ellipsoidal Light Lens		ETC Source Four					
26-Degree Ellipsoidal Light Lens		ETC Source Four					
36-Degree Ellipsoidal Light Lens		ETC Source Four					
36-Degree Ellipsoidal Light Lens		ETC Source Four					
Frequency-Agile RF Modulator		ISS International Satellite GL-2600	85H0617				
Tripod and Fluid Head		Bogen-Manfrotto 3141B tripod / 510 head	500MVB/KE17 tripod; 8,5J00491 head				TP
Wireless Mic Receiver		Samson MR-1 Micro-Receiver	601396				
Lavalier Mic / Wireless Transmitter		Shure 185 Lav / LX1-CM Beltpack Trans.	214975629				
Hand-Held Mic / Wireless Transmitter		Shure SM58 Mic / Samson CH-2 Trans.	601276				
Personal Computer / PC		Hewlett Packard Pavillion 6835	KR11225639				PC1
19" Color TV Receiver		Toshiba CF1927 B	51498013				
Carrying Case for AG-456		Panasonic VFC1304	J7C34KR				CC
Carrying Case for AG-456		Panasonic VFC1304	L6C14KR				CC
SVHS Camcorder		Panasonic AG-456	G3KA00156				CC
AC Adaptor for AG-456		Panasonic AG-B6	L600741YD				CC
SVHS Camcorder		Panasonic AG-456	F5HB01688				CC
AC Adaptor for AG-456		Panasonic AG-B6	F501556YD				CC
12x1 Active Video Switcher		Videotek VIS-1201 BCD	10890598	*Donated by GE			
3/8" Rechargeable Screw Gun 700RPM		Black & Decker PS3350	n/a				
380W Drywall Screwdriver 4000RPM		Hitachi W6V	740 04 ?				
Portable 4-Input Microphone Mixer		Shure M67	n/a				
1/4" Power Drill 750RPM		SkiDrill 244	830018				
Video Tape Eraser / Degauser		Taber Mfg. & Eng. Taberaser 39-1000-01	969				
Portable 100MHz Oscilloscope		Tektronix 2235	B031329				
Quad-Series LCD Video Monitor Rack		PANARAMAdtv Mon 4-3	2054	Wohler Technologies (donor)	1/7/2004	\$2950.00*	
Cable Analyzer		Comprehensive CA-7	n/a				

ITEM DESC	Make	MAKEMODEL	SERIAL#	VENDOR	PURCHDATE	PRICE	PRODUCTION#
6-in-1 Cable Tester / Audio Tone Generator		Ebtech Swizz Army	n/a				
Computer	HP Pavillion	P6404y					
Computer	HP Pavillion	P6404y					
Computer	HP Pavillion	P6404y					
20" LCD Computer Monitor	HP Pavillion	HP2010i					
20" LCD Computer Monitor	HP Pavillion	HP2010i					
20" LCD Computer Monitor	HP Pavillion	HP2010i					
21" iMac Desktop Computer	Mac	G5 A1311					
21" iMac Desktop Computer	Mac	G5 A1311					
17" Computer Monitor		NEC MultiSync E700 / JC-1746VMA	8303526EL				PC1
Non-Linear Editing Software		Avid XpressDV v.2.0 Power Pack	EF55119B			2750	
Powered Audio Monitor Speaker		JBL Professional LSR25P	V-003-007395-A			300	
Powered Audio Monitor Speaker		JBL Professional LSR25P	V-003-007302-A			300	
12-Channel Audio Mixer		Mackie 1202-VLZ Pro	(21)BU83290			350	
19" Computer Monitor		NEC N903 AccuSync 90	1802445TA			425	PC3
19" Computer Monitor		NEC N903 AccuSync 90	1X00087TA			425	PC3
Media Converter iLink Digital AV Interface		Sony DVMC-DA2	129298			\$425.00	
Audio Patch Panel (RCA - RCA)		Tascam PB-32R	3227				
Personal Computer / PC		Dell Dimension 4300S	67LL511			800	PC5
32" Color TV		Panasonic CTN-3176S	AS13090068				
DVD player / VHS recorder combo		Sony SLV-D300P	O264624				
Computer	HP Pavillion	P6404y					
20" LCD Computer Monitor	HP Pavillion	HP2010i					
13" Color TV Receiver		Series LXI	V34050813				
Digital AV Switcher / SEG		Panasonic WJ-MX20				\$1,119.20	
14" Color Video Monitor		JVC TM-1400SU	9936398				
Tricaster Video Production Interface		Newtek Tricaster	B61G00447D02472				
Tricaster Switcher		Newtek Tricaster VM	9110498524				
VGA to NTSC Scan Converter		TV One CS-320					
DVD Recorder		Toshiba D-R410	PC122158294				
SVHS Recorder		FVH 4907	33411893 C2				
Tape Cassette Player		Realistic 14-647					
Color Video Monitor		RCA TC 5510AU					
10" Color Video Monitor		RCA TC 5510AU	KA3220100				
Portable 4-Input Microphone Mixer		Shure M267	n/a				
VHS Recorder		Magnavox VRU242AT21	53129006				
19" Computer Monitor		Hitachi CM751U SuperScan Elite	0 50585 65774 8; CM751U-511; G7 H01 2638				PC4
6 Channel Intercom System		Eartec					
Double-Muff Intercom System Headset		Eartec					
Double-Muff Intercom System Headset		Eartec					
Double-Muff Intercom System Headset		Eartec					
Optical Fiber Modulator		Radiant VAB700S-T-UA3	2003 21 024	*	5/1/2003	n/a	
RF Demodulator		Scientific Atlanta 6250	2225				
Camera Remote Control Unit		Panasonic WV-RC37	1ZR00382				SC1
NTSC Vectorscope		Tektronix 520A	B404989				

ITEM DESC	Make	MAKEMODEL	SERIAL#	VENDOR	PURCHDATE	PRICE	PRODUCTION#
Waveform Monitor		Tektronix 1480R	B081625				
26" LCD Monitor/Tuner		Dynex DX-LCD26-09	H9584JA052496				
Printer/Fax/Scanner/Copier		Brother MFC-8660DN	U61574D6J158735				
17" LCD Monitor		Dell E172FPt	CN-011806-71618-455-G336				
Computer		Gateway					
13" Color TV Receiver / Video Monitor		Panasonic CT-1384VY	MC33350260				
17" Computer Monitor		Sony Multiscan 200sx					PC2
Electronic Calculator		Sharp EL-1197GIII	0D078034				
Computer		Compaq Deskpro					
Video Patch Panel 12 In/Out 2RU			n/a				
14" Color Video Monitor		JVC TM-1400SU	15937629				
14" Color Video Monitor		JVC TM-1400SU	15937423				
200GB External Hard Drive							
FireWire/USB2.0		Maxtor One Touch	Y62ECGKE	Office Depot	6/3/2004	279.97	
Powered Audio Monitor Speaker		Sony SMS-1P	801250	Columbia Audio / Video	1/13/1998	\$204.00	
Powered Audio Monitor Speaker		Sony SMS-1P	801260	Columbia Audio / Video	1/13/1998	\$204.00	
Audio Patch Panel (RCA - RCA)		Tascam PB-32R	3A07				
Hi8 VCR		Goldstar GVR-DD1	40602978U				
DVD Player		Panasonic DVD-x410	K8GB14181				
14-Channel Audio Mixer		Mackie 1402-VLZ	AC15824			350	
21" iMac Desktop Computer	Mac	G5 A1311					
Computer		Sony Vaio	100000881788344				
Printer/Fax/Scanner/Copier		HP Photosmart Premium					
Label Maker		Brother P-Touch PT-1800/1810	MOJ668370				
12-Channel Dimmer Pack 2.4KW		Strand Lighting CD80 Pack	940680				
Uninterruptible Power Supply (UPS)		APC BP1100	QB0147120035				
13" Color Video Monitor		Panasonic CT-1382VY	MB20720398				
Digital Alarm Clock		Radio Shack					
Quartz PLL Synthesizer AM/FM Tuner (radio)		Sansui Classique T-990	643083566				
Digital Time Base Corrector (TBC)		I.Den IVT-7	10052241	Columbia Audio / Video	8/24/1992	\$1,814.75	
SVHS VCR		Panasonic AG-1980P	KITC01035			1264	VCR01
SVHS VCR		Panasonic AG-1980P	KITC00949			1264	VCR02
SVHS VCR		Panasonic AG-1980P	KITC00972			1264	VCR03
16x16 Routing Switcher		Knox RS16X16HB	CO-028977-1-001				
14" LCD Monitor		Sony LMD-1410					
Satellite Tuner		Dish TV DISH311					
Digital Time Base Corrector		I.Den IVT-7	10052241				
4 Channel Keyboard, Monitor, Mouse Switch		Vista / Rose Electronics					
8-Port Network Hub		Netgear					
Cablecast Carousel		Tightrope Media Systems Carousel CG250	2959				
Cablecast Carousel		Tightrope Media Systems Carousel CG250	2955				
USB 8-Serial Adapter		Quatech ESU2-400	80222500188				
Cablecast Video Server		Tightrope Media Systems Cablecast SX2	2956				
200 Disc DVD Player		Pioneer DV-FO7	GFNN008582CC				
200 Disc DVD Player		Pioneer DV-FO7	ACNN005672CC				
19" LCD Computer Monitor		LG / Flatron W1952TQ	805NDLS8N088				
Computer		HP Pavillion Slimline: s3500f	CNX82319T1				
17" Computer Monitor		Dell E771A	MY-08J854-46632-1BE-8444			500	PC5
Video Distribution Amplifier		Comprehensive CVA2B-4	n/a				

ITEM DESC	Make	MAKEMODEL	SERIAL#	VENDOR	PURCHDATE	PRICE	PRODUCTION#
1x3 AV Distribution Amplifier		Archer	NA				
Telephone Main System		Tie Mod Key 16	n/a				
Security Control Center		Morse MDC-16C	n/a	All-Guard Alarm Systems, Inc.			
Optical Fiber Modulator		Radiant VAB700S-T-UA3	2003 21 023	*	5/1/2003	n/a	
AC Power Adaptor		Sony AC-L10B	56478367	*Scott Beale			DC2b
AC Power Adaptor / Battery Charger		Sony AC-V35	K538836	*John Elliott	3/1/2004		H81b
AC Power Adaptor / Battery Charger		Sony AC-V35	K531248	*John Elliott	3/1/2004		H82b
3-Chip Hi8 Handycam Pro Camcorder		Sony CCD-VX3	1007193	*John Elliott	9/22/1994		H81a
3-Chip Hi8 Handycam Pro Camcorder		Sony CCD-VX3	1006498	*John Elliott	9/20/1994		H82a
3-Chip MiniDV Camcorder		Sony DSR-PD150	1004939	*Scott Beale			DC2a
Hi8 Camcorder		Sony CCD-F34	29865				
Camcorder Mountable Lamp Fixture (1) battery (1) plug-in adapter		Ambico V-0850					
Power Adapter and Battery Charger for Hi8 Sony CCD-F34		Sony AC-V35	F007968				
Hi8 Camcorder		Sony CCD-TR66	270710				
Power Adapter and Battery Charger for Hi8 Sony CCD-TR66		Sony AC-V16A	1694092				
Battery for Sony Hi8 Camcorder		Sony NP-98					
MiniDV Camcorder		Sony DSR-PDX10	1327595				
Power Adapter for MiniDV Sony DSR- PDX10		Sony AC-L100	30035653				
Electret Condenser Microphone		Sony ECM-NV1					
Battery Pack Sony M series		NP-FM50					
Battery Pack Sony M series		NP-FM50					
Battery Pack Sony M series		DB-QM91					
MiniDV Camcorder		Sony DSR-PDX10	1327610				
Power Adapter for MiniDV Sony DSR- PDX10							
Electret Condenser Microphone		Sony ECM-NV1					
Video Patch Panel 15 In/Out 2RU							VPC
Video Patch Panel 24 In/Out 1RU							VPA
Video Patch Panel 24 In/Out 1RU							VPB
Single-Muff Intercom System Headset		Clear-Com CC-95					

ITEM DESC	Make	MAKEMODEL	SERIAL#	VENDOR	PURCHDATE	PRICE	PRODUCTION#
2-Channel Intercom System Main Station		Clear-Com PL Pro MC-232	683620				
13" Color Video Monitor		Commodore 1084S-D2	XT 1049332				MN04
Progressive-Scan Video DVD Player		CyberHome CH-DVD320ZS	34AAA74032703	Target	5/19/2004	47.62	
Personal Computer / PC		Dell Dimension 2400 P4	FB7RJ41	Dell	3/19/2004	\$	CG1
17" Computer Monitor		Gem / DC-770 BA	GFFAM90827491	(donor)		n/a	CG1
SVHS VTR		JVC BR-S605UB	10912099				VCR 1
SVHS VTR		JVC BR-S622U	13913212				VCR 2
9" Color Video Monitor		JVC TM-9U	12100982				
9" Color Video Monitor		JVC TM-9U	12100948				
9" Color Video Monitor		JVC TM-9U	12100852				
Waveform Monitor / Vectorscope		Magni MM-400	11587				
Dual TBC / Audio Distribution Amplifier		NovaMate C-4	62881				TBC 1 & 2
13" Color Video Monitor		Panasonic CT-1383Y	MB21470351				Cam.1
13" Color Video Monitor		Panasonic CT-1383Y	MB21470136				Cam.2
13" Color Video Monitor		Panasonic CT-1383Y	MB23300527				Cam 3
20" Color Video Monitor		Panasonic CT-2082Y	AR20590155				Preview
20" Color Video Monitor		Panasonic CT-2082Y	AR20590165				Program
9" B&W Video Monitor		Panasonic TR-990C	FS7166180	Columbia Audio Video	8/28/1997	\$137.95	
6x1 Active Video Switcher		Panasonic WJ-220R	48K00177				TBC1 SWR
6x1 Active Video Switcher		Panasonic WJ-220R	48K00161				TBC2 SWR
Triple 5" B&W Video Monitor Rack		Panasonic WV-763					MN5/6/7
Camera Remote Control Unit		Panasonic WV-RC37	1YR00284				SC1
Camera Remote Control Unit		Panasonic WV-RC37	04R00587				SC2
Camera Remote Control Unit		Panasonic WV-RC37	12R00382				SC3
10" Color Video Monitor		RCA NMX-K6NH	KA3120921				Cam 4
13" Color Television Receiver		Series LX1	V34077796				TV01
1x6 Video Distribution Amplifier		Sigma VDA-1000	4910046				VDA
Special Effects Generator / Switcher		Sony SEG-2550A	10882	Columbia Audio / Video	1/12/1996	\$8,169.00	
VHS Hi-Fi Stereo VCR		Sony SLV-N81	644137				VCR 6
Powered Audio Monitor Speaker		Sony SMS-1P	801249	Columbia Audio / Video	1/13/1998	\$204.00	
Lighting Dimmer Control Board		Strand Lighting LX	3104044				
Audio Patch Panel (RCA - 1/4")		Tascam PB-32H	3A73				APA
Waveform Monitor / Vectorscope		Tektronix 1750	1348				WFM - VS01
Scan Converter / Genlock / Overlay		TV One CS-450 Eclipse	T450-00383 / 2 2235 10 003837	B&H	3/18/2004	\$583.75	CG1
Genlockable BB / Pattern / Sync Generator		VAC (Video Accessory Corp)	17320	Columbia Audio / Video	4/18/1994	\$1,096.00	
1x6 Video Distribution Amplifier		Videotek VDA-16	10970039				VDA
Internal DVD+/-RW Drive		Sony / DRU-530A	5088891	Best Buy	4/21/2004	\$149.00	CG1
MiniDV VTR		JVC BR-DV600U	10551440				
Triple 5" B&W Video Monitor Rack		Panasonic WV-7063P	11398				
DVD Player		Philips DVD 622	NW000516073211				
VGA to NTSC Scan Converter		TV One CS-320					

ITEM DESC	Make	MAKEMODEL	SERIAL#	VENDOR	PURCHDATE	PRICE	PRODUCTION#
DVD / VHS Combo Recorder		Toshiba D-VR600	BCC925082402				
14" LCD Computer Monitor		MegaVision MV140	O503MS40C0588				
Diversity Wireless Receiver Rack		Shure L4-CL	(missing!)				WR2
Diversity Wireless Receiver Rack		Shure L4-CM	040795...(rest torn off)				WR3
Diversity Wireless Receiver Rack		Shure L4-CU	912944178				WR1
3-Shelf TV Viewing Cart on Wheels 43"x24"x18"							CT
32-Pin Camera Cable 50'							SC1
32-Pin Camera Cable 50'							SC2
32-Pin Camera Cable 75'							SC3
Studio Light Fresnel 650W (round)							LI
Studio Light Fresnel 650W (round)							LI
Studio Light Fresnel 650W (round)							LI
Studio Light Fresnel 650W (round)							LI
Studio Light Fresnel 650W (teardrop)							LI
Studio Light Fresnel 650W (teardrop)							LI
Studio Light Fresnel 650W (teardrop)							LI
Studio Light Fresnel 650W (teardrop)							LI
Studio Light Fresnel 650W (teardrop)							LI
Studio Light Focusing Scoop 500W		Altman					LI
Studio Light Focusing Scoop 500W		Altman					LI
Studio Light Leko 750W (long-nose)		Altman					LI
Studio Light Leko 750W (long-nose)		Altman					LI
Studio Light Leko 750W (short-nose)		Altman					LI
Studio Light Leko 750W (short-nose)		Altman					LI
Studio Light Leko 750W (short-nose)		Altman					LI
Studio Light Leko 750W (short-nose)		Altman					LI
Studio Light Scoop 1000W		Altman					LI
Studio Light Scoop 1000W		Altman					LI
Studio Light Scoop 1000W		Altman					LI
Studio Light Scoop 1000W		Altman					LI
Tripod		Bogen 3061	132/1910				SC1
Tripod		Bogen 3061	132X/CK07				SC2
Tripod		Bogen 3061	132/1910				SC3
Camera Dolly		Bogen 3067					SC1
Camera Dolly		Bogen 3067					SC2
Camera Dolly		Bogen 3067					SC3
Double-Muff Intercom System Headset		Clear-Com CC-260					
Double-Muff Intercom System Headset		Clear-Com CC-260					
Single-Muff Intercom System Headset		Clear-Com CC-95					
Single-Muff Intercom System Headset		Clear-Com CC-95					
Studio Light Broad 500W		Colortran					LI
Studio Light Broad 500W		Colortran					LI
Studio Light Spot (octagonal)		Colortran					LI
Studio Light Spot (octagonal)		Colortran					LI
Studio Light Spot (octagonal)		Colortran					LI
Studio Light Spot 500W (round)		Colortran Berkey 100-301					LI
Studio Light Spot 500W (round)		Colortran Berkey 100-301					LI
Studio Light Ellipsoidal 575W		ETC Source Four					LI
Studio Light Ellipsoidal 575W		ETC Source Four					LI

ITEM DESC	Make	MAKEMODEL	SERIAL#	VENDOR	PURCHDATE	PRICE	PRODUCTION#
Studio Light Ellipsoidal 575W		ETC Source Four					LI
Studio Light Ellipsoidal 575W		ETC Source Four					LI
Focus Control		Fujinon FMM-6A					SC2
Focus Control		Fujinon FMM-6B					SC1
Focus Control		Fujinon FMM-6B					SC3
Servo Zoom Control		Fujinon SRD-92					SC1
Servo Zoom Control		Fujinon SRD-92					SC2
Servo Zoom Lens		Fujinon TV Z S12x7.5BRM-24	23205969				SC1
Servo Zoom Lens		Fujinon TV Z S12x7.5BRM-24	23206050				SC2
Servo Zoom Lens		Fujinon TV Z S12x7.5BRM-24	23205982				SC3
Servo Zoom Control		JVC HZ-ZS13BU					SC3
27" Color TV Receiver / Video Monitor		Mitsubishi CS-27205	517114	*Donated			
Tripod Fluid Head		O'Connor 1030S					SC1
Tripod Fluid Head		O'Connor 1030S					SC2
Tripod Fluid Head		O'Connor 1030S					SC3
Mounting Plate		Panasonic					SC1
Mounting Plate		Panasonic					SC2
Mounting Plate		Panasonic					SC3
3-Chip (1/2") Color Video Camera		Panasonic WV-F300CLE	12A13877	*donated by GE	3/1/2003		SC1
5" Studio Camera Viewfinder		Panasonic WV-VF65B	22I50336				SC1
5" Studio Camera Viewfinder		Panasonic WV-VF65B	2XI03308				SC2
5" Studio Camera Viewfinder		Panasonic WV-VF65BP	K2A0026V				SC3
PZM Surface Mount Microphone		Shure 819					
2-Chip (1/2") Color Video Camera		Panasonic WV-F70	O8A12888				SC2
2-Chip (1/2") Color Video Camera		Panasonic WV-F70	22A12840				SC2
SVHS VCR		Mitsubishi HS-U61	U61017430				
15" Computer Monitor		NEC MultiSync XE15 / JC-1539VMA	4X03598KA				PC6
5" Studio Camera Viewfinder		Panasonic WV-VF65B	22I50321				
2-Chip (1/2") Color Video Camera		Panasonic WV-F70	O8A12888				
12x1 Active AV Routing Switcher		Sigma Electronics 12x AV				800	
Automatic Audio Level Controller		FM Systems ALM 771	XII006			450	
Automatic Video Level Controller		FM Systems VM 771	T07036			450	
12x1 Active Video Switcher		Videotek VIS-1201 BCD	10890592	*Donated by GE			

Exhibit D – Schedule of Fees



PACIFICA COMMUNITY TELEVISION

PUBLIC ACCESS HOURS

Mon. – Fri. 1-8PM

Sat. 1-6PM

Sun. Closed

VIDEO PRODUCTION CLASSES

- STEP 1. Before you take any classes you need to come take a tour of the station.
- STEP 2 Become a Member – \$20 basic annual fee
- STEP 3. Sign up for a Workshop
- STEP 4. Crew on a Show

Workshops offered:

*Studio Camera - Floor Manager,
Character Generator Operator - Lighting,
Video Tape Operator - Audio I
Technical Director - Director,
Producer – Host – Remote Camera.*

Studio Workshops Available – No Prerequisites

Camera- workshop covers the essentials of powering up and preparing our studio cameras for operation, and provides volunteers with basic skills of camera work, including shot structure, composition and movement, terminology, and working with the director. – **Cost \$20**

Floor Manager – is the essential link between studio talent and the Director. Workshop will cover instruction on communicating with talent through the use of hand and arm signals to provide time and camera cues, and give other needed info to the Director. – **Cost – incorporated into the Camera Workshop**

Lighting- workshop teaches the fundamentals of three-point lighting, and how to safely and correctly move and adjust lighting instruments, and the operation of the lighting dimmer system. – **Cost \$20**

Control Room Workshops – Some have Prerequisites **

Video Tape Operator, or VTO- for a production does more than just press “Play” and “Record”. Instruction for this position includes steps needed to prepare videotape machines for recording, and to verify that a good recording of the program information is made. Videotape playback, or “roll-in”, is also covered, which includes the use of time-base correctors, or TBC’s. The VTO is also taught how to correctly label tapes after the show, including the tape run time, “TRT”. – **Cost \$15**

Character Generator – or C.G. is the computer used to add titles, credits, and graphics to the production. The CG Operator is taught how to enter the information, operate the video interface, and make changes in the presentation of the material, such as scrolling, wipes, or dissolves. While typing is a beneficial skill, it is not a prerequisite. – **Cost \$15**

Audio I The Audio Technician is first taught the fundamentals of capturing sounds using microphones, and operating the audio mixer. Use of line audio sources such as cassette tapes and CD’s is also covered. Students are introduced to the use of the equalizer. Proper care of audio equipment and cables is emphasized.

The second audio workshop expands upon the first, providing an overview of the basics, then moving on to cover talent and instrument set-up for musical groups, audio mixing and effects, use of wireless microphones, and set up and operation of telephones for use during a production. – **Cost \$20 each**

****Technical Director-** The Technical Director (TD) is the Director's right hand assistant during a production, but also performs an important supervisory function during the pre and post production meetings.

The TD is taught how to turn on and prepare all the control room equipment and to oversee the work of all other members of the production crew. During the production, the TD operates the studio switcher to create transitions between cameras; such as cuts, wipes and dissolves. The TD also assists the Director in keeping track of what other crewmembers are doing. After the production, the TD again supervises the crew as they turn off the equipment and break down the set.

****Since the TD must work closely with and supervise all other crewmembers, a volunteer must take all of the preceding workshops before taking the TD workshop. – Cost \$20**

****Director-** The Director is the captain of the production team, providing instructions to all crewmembers about what to do at what time. Students in a directing workshop learn about the philosophy behind directing, including teamwork and leadership fundamentals, then are taught the practical aspects of directing, including composition, staging, giving of commands and instruction to the crew, and making effective use of transitions.

Working as a Director involves keeping track of many elements of a show simultaneously and communicating effectively with both crew and audience. ****After taking the TD workshop, you are qualified to take the Directing Workshop. – Cost - \$20.**

Remote Video Productions

Many productions, or portions of them, are taped on location. The Remote workshop trains volunteers to operate PCT's camcorder equipment to record events, interviews, or other material for a show so that it can be edited together into a "package". The remote workshop covers camcorder use, remote lighting and audio considerations in a remote setting. It is very useful to understand the basics of audio, camera work, lighting and videotape operation. ****These four workshops are prerequisites for the remote workshop. – Cost \$30**

If you want to make your own show

The producer provides the idea for a show, develops it into a presentation, and gathers guests and resources needed. A show's producer is the ultimate authority, but acts more in the capacity of "coach", using the team anthology. Volunteers interested in producing a show are taught how to bring an idea to fulfillment, what the roles of various crewmembers are and how to use a script to communicate the ideas and presentation of the show to the Director. Because the Producer must work closely with the production crew and understand their roles, potential producers are required to take: ****two studio workshops (camera/floor manager, and lighting,) and two control room workshops (video tape operator, character generator, technical director, or audio I) and the producer workshop. A proposal must be written and submitted to the General Manager. Producers must also work on at least 5 studio productions in different crew positions before becoming an approved studio producer. – Cost \$30**



Videotape & DVD Sale Prices

Blank media:

DVD - \$5

VHS - \$10

Mini-DV - \$10

Dub fees:

In-Studio Programs - DVD - \$15

- VHS - \$20

Specials/On-Location events - \$20

Shipping fees:

\$3

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person - Type or Print

Name of Contractor(s) - Type or Print

Street Address or P.O. Box

City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

Signature

Title of Authorized Official

Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

**Attachment II
County of San Mateo
Contractor's Declaration Form**

I. CONTRACTOR INFORMATION

Contractor Name:		Phone:	
Contact Person:		Fax:	
Address:			

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
 - offering equal benefits to employees with spouses and employees with domestic partners.
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
 - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
 - the contract is for \$100,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Signature

Name

Date

Title