

1 PUBLIC ACCESS MANAGEMENT AGREEMENT

2 **34299**

3 THIS AGREEMENT is made and entered, in duplicate, as of May 5, 2016,
4 for reference purposes only, pursuant to a minute order adopted by the City Council of the
5 City of Long Beach at its meeting on April 19, 2016, by and between LONG BEACH
6 COMMUNITY ACTION PARTNERSHIP, a California corporation ("LBCAP" or
7 "Contractor"), with a place of business at 117 West Victoria Street, Long Beach, California
8 90805, and the CITY OF LONG BEACH, a municipal corporation ("City").

9 WHEREAS, enactment of the Digital Infrastructure and Video Competition
10 Act of 2006 ("DIVCA") replaced the local franchising process of video service providers
11 with a State process under the California Public Utilities Commissions; and

12 WHEREAS, DIVCA authorized local authorities to require cable television
13 franchise holders operating within their jurisdictions to pay a percentage of gross revenues
14 for Public, Educational and Government ("PEG") purposes; and

15 WHEREAS, City requires the continuation of public access cable television
16 services ("Project") and has selected Contractor in accordance with City's administrative
17 procedures using a Request for Proposals ("RFP"), determining that Contractor and its
18 employees are qualified, licensed, if so required, and experienced in performing these
19 specialized services; and

20 WHEREAS, City desires to have Contractor provide public access cable
21 television services perform these specialized services, funded by annual PEG funds, and
22 Contractor is willing and able to do so on the terms and conditions in this Agreement;

23 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
24 conditions in this Agreement, the parties agree as follows:

25 1. DEFINITIONS. As used throughout, the following definitions shall
26 apply:

27 A. "Additional Income" shall mean any income received by the
28 Contractor to be used for operational purposes.

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 B. "Agreement" or "Management Agreement" shall mean this
2 Management Agreement.

3 C. "Annual Work Plan" shall mean the Contractor's specific plans
4 for the succeeding calendar year in Public Access and Community Media Activities.

5 D. "Annual Year-End Report" shall mean the Contractor's report
6 about its activities during the previous year, pertaining to the use of channels,
7 programming, facilities, and equipment provided through this Agreement.

8 E. "Auditor" shall mean the Auditor of the City or his/her official
9 representative.

10 F. "Cable Company" shall mean every franchise provider of cable
11 services in the City.

12 G. "City" shall mean the City Long Beach.

13 H. "Community Media Center (CMC)" shall mean the location(s)
14 operated by the Contractor for the provision of integrated computer, media, and
15 Public Access Services.

16 I. "Contract" shall mean any documentary evidence of a binding
17 contract between the City and Contractor related to the services provided by
18 Contractor hereunder, including, without limitation, this Agreement.

19 J. "Contractor" shall mean Long Beach Community Action
20 Partnership.

21 K. "Contractor's Proposal" shall mean the proposal submitted to
22 the City by the contractor dated January 7, 2016, and attached as Exhibit "A".

23 L. "Correspondence" means any letters, emails or other
24 correspondence between the City and Contractor concerning any Contract, either
25 party's performance in connection with any Contract or any Proposal.

26 M. "Council" shall mean the City Council of the City.

27 N. "Designated Access Provider" shall have the same meaning as
28 is provided in any Franchise granted by the State of California for the provision of

1 video services in the City of Long Beach.

2 O. "Franchise" shall mean any franchise granted by the State of
3 California for the provision of video services in the City of Long Beach.

4 P. "PADNET" shall mean a public access digital network operated
5 by Contractor for the purpose of providing the community with access to media
6 facilities.

7 Q. "Proposal" means any inquiry, proposal, request for proposal,
8 response to any request for proposal, term sheet, letter of intent or other document
9 submitted by either party for the purpose of soliciting or responding to any bid for
10 services to be provided to the City by Contractor related to the services addressed
11 by this Agreement.

12 R. "Public Access Channel" shall mean a portion of the Cable
13 Company's bandwidth allocated for the provision of public access programming
14 according to state and federal law.

15 S. "Public Access Equipment" shall mean equipment purchased
16 with funding from the City's PEG fee funds used in public access programming and
17 services.

18 T. "Public Access Programming" shall mean programming
19 produced for cable casting on the public access channels as provided in any
20 Franchise granted in the City.

21 U. "Public Access Services" shall mean all services reasonably
22 necessary to provide for the production of Public Access Programming and related
23 activities including, but not limited to, the following:

24 i. Outreach to and recruitment of community organizations
25 and individuals;

26 ii. Training and certification of individuals and community
27 organizations in the production of Public Access Programming and/or other
28 media education services;

1 iii. Training and certification of individuals, groups, and the
2 general community for education, schooling, and computerized editing of
3 public access programming, and other uses of the Community Media Center
4 facilities;

5 iv. Preventive and corrective maintenance of facilities and
6 equipment provided for use by community producers and CMC users;

7 v. Check-out and check-in of equipment and reservation of
8 facilities used by community producers and CMC users;

9 vi. Scheduling of programs produced by community
10 producers;

11 vii. Promotion of the concept of the Community Media
12 Center, Public Access Programming, and the other services offered at CMCs;

13 viii. Methods by which the involvement of the community can
14 be maximized;

15 ix. Promotion of the programming on the various access
16 channels;

17 x. Coordination of effort with other organizations to expand
18 Community Media Center(s)' reach into Long Beach neighborhoods as
19 explained in Exhibit "A";

20 xi. Development and implementation of an income or
21 fundraising plan;

22 xii. Assistance to certified community producers in the
23 production of Public Access Programming; and

24 xiii. Any other service offered by the Contractor as described
25 in Exhibit "A".

26 V. "Report" means, individually and collectively, the Annual Work
27 Plan, Annual Year-End Report, and any other performance, status or other reports
28 that Contractor must provide to the City as expressly required by this Agreement.

1 W. "Residents" shall mean individuals, organizations, or
2 corporations residing and/or based within the boundaries of the City of Long Beach.

3 2. SCOPE OF WORK OR SERVICES.

4 A. The City hereby retains Contractor as the City's exclusive
5 Designated Access Provider for Public Access Channels provided under any
6 Franchise granted by the State.

7 B. The Contractor shall manage Public Access Programming,
8 Public Access Services, and Community Media Center operations on the available
9 Public Access Channels in the City, in accordance with the terms and conditions of
10 this Agreement, and the applicable provisions of the Contractor's Proposal attached
11 as Exhibit "A". In the event any conflict should arise between or among any of these
12 documents, this Agreement and the Franchise shall govern.

13 C. CAUTION: Contractor shall not begin work until this
14 Agreement has been signed by both parties and until Contractor's evidence of
15 insurance has been delivered to and approved by City.

16 3. PROGRAMMING.

17 A. Contractor shall provide Public Access Equipment and channel
18 time to certified Resident producers on a content-neutral, non-discriminatory basis,
19 in accordance with the rules and regulations developed by Contractor. Contractor
20 shall, in general, provide such equipment and channel time on a first-come, first-
21 served basis for Residents. It is understood that such considerations as channel
22 organization, attractive scheduling, providing a context for controversial
23 programming, special needs, group oriented workshops, and community outreach
24 needs may result in exceptions to first-come, first-served rules, as determined by
25 the Contractor.

26 B. Contractor shall require each access producer to sign an
27 agreement holding the City harmless from liability for program content, and a written
28 warranty that the programming submitted by such producer shall not contain:

- 1 i. Any material violating any state or federal law relating to
2 obscenity;
- 3 ii. Any material that is libelous, slanderous, or otherwise
4 defamatory, or constitutes an unlawful invasion of privacy;
- 5 iii. Any advertising or material which promotes any
6 commercial product or service; provided; however, programming may include
7 acknowledgements of sponsors or underwriters who have provided funds for
8 the production in question or for other Public Access Programs or Public
9 Access Services provided by the Contractor under this Agreement;
- 10 iv. Any use of material which violates statutory or common
11 law copyrights; or
- 12 v. Any material contrary to local, state or federal laws,
13 regulations, or procedures and policy.

14 C. If Contractor determines that any programming submitted for
15 broadcasting by any access producer violates the provisions of subsection (B),
16 Contractor shall refrain from broadcasting or re-broadcasting of the programming,
17 in addition to imposing any other sanction against the producer as provided in the
18 Community Media Center rules and regulations.

19 4. PUBLIC ACCESS EQUIPMENT.

20 A. The City shall provide capital funding support to the Contractor
21 by means of the City's Public, Educational, and Government Access ("PEG") Fee,
22 as established by ordinance. The level of this funding support shall be determined
23 by City Council. The Contractor shall use these funds in accordance with federal,
24 state, and local law. The Contractor shall maintain the Public Access Equipment,
25 per Section C. below, provided that the Contractor shall have no obligation to incur
26 any un-reimbursed capital cost or expense in connection with maintaining the Public
27 Access Equipment. All Public Access Equipment shall be owned by the City, held
28 in trust by the Contractor for Public Access Services, and, except as provided below,

1 shall be delivered to the City upon termination or expiration of this Agreement.

2 B. Contractor may notify the City when Public Access Equipment
3 exceeds its useful life expectancy or becomes obsolete, and may request that
4 particular Public Access Equipment be surplus. The City shall not unreasonably
5 deny the request.

6 C. Contractor shall maintain all of the Public Access Equipment in
7 good working order, and shall, when necessary to comply with this obligation,
8 coordinate the repair or replacement of such equipment, to the extent that insurance
9 proceeds or capital funds have been made available to the Contractor. Any such
10 repairs or replacements shall be reflected in an equipment inventory maintained by
11 the Contractor.

12 D. The Contractor shall, as part of the written rules required by
13 Section 2.5 of this Agreement, limit use of Public Access Equipment to those users
14 who have received appropriate training and certification by the Contractor in the
15 care and use of such equipment. Contractor shall also, as part of said written rules,
16 establish and follow a check-in and check-out procedure for the use of Public
17 Access Equipment.

18 E. Unless and until notified by the City that Public Access
19 Equipment is included within the City's own insurance policies, the Contractor shall
20 fully insure all Public Access Equipment for its full replacement value against any
21 loss whatsoever, in accordance with Section 14.0 of this Agreement relating to
22 insurance.

23 5. COMMUNITY MEDIA CENTER OPERATIONS. The Contractor shall
24 manage and operate a Community Media Center, as defined in Section 1.0 of this
25 agreement, at a location within City of Long Beach boundaries. Contractor will utilize goals
26 and information listed in its proposal (Attachment A) to create a development plan,
27 including more specific timelines when they become available, for the center. The plan will
28 include, but not be limited to, hours of operation, number of staff, programs to be offered,

1 equipment type and number, software applications to run on equipment, outreach strategy
2 to make potential users aware of the facility, uses of Public Access Equipment for Public
3 Access Services and other productions, development and status of neighborhood, or
4 satellite, media centers, and funding sources

5 6. TRANSMISSION FROM COMMUNITY MEDIA CENTER
6 FACILITIES.

7 A. The City will assist the Contractor to secure a transmission path
8 from the Community Media Center location as designated by the Contractor to the
9 cable operator(s)' facilities. Any costs associated with the initial acquisition of the
10 transmission path, and/or on-going monthly costs shall be borne by the Contractor.

11 B. Contractor shall conduct signal tests, as needed, between the
12 Community Media Center's Master Control room and the Cable Company headend
13 to ensure transmission signal quality complies with FCC and Franchise standards.

14 C. Contractor shall be required to promptly take such corrective
15 measures as are reasonably necessary to correct any signal performance
16 deficiencies fully and to prevent their recurrence as far as possible.

17 7. COMMUNITY MEDIA CENTER RULES AND REGULATIONS.
18 Contractor shall create a set of rules and regulations for usage of the Community Media
19 Center, and is entitled to modify such rules and regulations as necessary.

20 8. GRIEVANCE PROCEDURE. The rules and regulations created by
21 the Contractor shall include a grievance procedure to resolve grievances of public access
22 users concerning the use of Public Access Equipment, Community Media Center, and
23 public access channels.

24 9. ANNUAL WORK PLAN. Contractor shall submit an Annual Work Plan
25 for the approval of the City's Technology Services Department. Such submission may be
26 modified by negotiation between the City and the Contractor. Each such Annual Work Plan
27 shall be submitted not less than 45 days before a twelve (12) month period for which such
28 Annual Work Plan is proposed. Such a period shall coincide with the City's annual budget

1 schedule making the due date April 1st of each calendar. The Annual Work Plan shall
2 include, but not necessarily be limited to, the following information:

3 A. The anticipated number of hours of locally produced, first-run
4 programming to be provided on the Public Access channels (excluding replays);

5 B. A Statement of Programming Goals, which shall contain a
6 description of the programming to be provided on the Public Access channels and
7 at the Community Media Center(s), along with a narrative description of how the
8 Contractor plans to achieve the goals:

9 i. Training classes to be offered and the frequency of such
10 classes;

11 ii. Planned outreach and promotional activities;

12 iii. Measurable goals and objectives;

13 iv. An income or fundraising development and
14 implementation plan; and

15 v. Other activities planned by the Contractor.

16 10. ANNUAL YEAR-END REPORT. Contractor shall submit to the City
17 within forty-five (45) days of the end of the previous year an Annual Year-End Report listing
18 information related to training classes, program production hours, planned outreach goals,
19 financial information, and other measures from the approved Annual Work Plan.

20 11. BOARD OF DIRECTORS CHANGES. Contractor shall notify the
21 City's City Manager in writing within ten (10) business days of any resignations,
22 reappointments, or initial appointments to the Board of Directors. When a change of the
23 Board members affects signatory responsibilities, the notification letter shall include
24 wording that the new signatories have authority to sign payments, reports, and other
25 documents.

26 12. TERM.

27 A. The term of this Agreement shall commence at midnight on
28 April 20, 2016, and shall terminate at 11:59 p.m. on April 19, 2019, unless sooner

1 terminated as provided in this Agreement, or unless the services or the Project is
2 completed sooner. The parties have the option to extend the term for two (2)
3 additional one-year periods.

4 B. Upon expiration of the initial term or last period of extension of
5 this Agreement, Contractor agrees to operate under the terms and conditions of this
6 Agreement for such period of time as is reasonably necessary, but in any event not
7 more than ninety (90) days, for the City to make arrangements for provision of Public
8 Access Programming and Public Access Services, and Community Media Center
9 operations by another person or entity.

10 13. COORDINATION AND ORGANIZATION.

11 A. Contractor shall coordinate its performance with City's
12 representative, Dennis Hunter. Contractor shall advise and inform City's
13 representative of the work in progress on the Project in sufficient detail so as to
14 assist City's representative in making presentations and in holding meetings on the
15 Project. City shall furnish to Contractor information or materials, if any, described in
16 Exhibit "B", attached to this Agreement and incorporated by this reference, and shall
17 perform any other tasks described in the Exhibit.

18 B. The parties acknowledge that a substantial inducement to City
19 for entering this Agreement was and is the reputation and skill of Contractor's key
20 employee, Darick J. Simpson. Contractor agrees to provide City with reasonable
21 notice of replacement of the key employee.

22 14. INDEPENDENT CONTRACTOR. In performing its services,
23 Contractor is and shall act as an independent contractor and not an employee,
24 representative or agent of City. Contractor shall have control of Contractor's work and the
25 manner in which it is performed. Contractor shall be free to contract for similar services to
26 be performed for others during this Agreement; provided, however, that Contractor acts in
27 accordance with Section 18 and Section 30 of this Agreement. Contractor acknowledges
28 and agrees that (a) City will not withhold taxes of any kind from Contractor's compensation;

1 (b) City will not secure workers' compensation or pay unemployment insurance to, for or
2 on Contractor's behalf; and (c) City will not provide and Contractor is not entitled to any of
3 the usual and customary rights, benefits or privileges of City employees. Contractor
4 expressly warrants that neither Contractor nor any of Contractor's employees or agents
5 shall represent themselves to be employees or agents of City.

6 15. INSURANCE.

7 A. As a condition precedent to the effectiveness of this
8 Agreement, Contractor shall procure and maintain, for the duration of this
9 Agreement, from insurance companies that are admitted to write insurance in
10 California and have ratings of or equivalent to A:V by A.M. Best Company or from
11 authorized non-admitted insurance companies subject to Section 1763 of the
12 California Insurance Code and that have ratings of or equivalent to A:VIII by A.M.
13 Best Company, the following insurance:

14 (a) Commercial general liability insurance (equivalent in scope to
15 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
16 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
17 coverage shall include but not be limited to broad form contractual liability,
18 cross liability, independent contractors liability, and products and completed
19 operations liability. City, its boards and commissions, and their officials,
20 employees and agents shall be named as additional insureds by
21 endorsement (on City's endorsement form or on an endorsement equivalent
22 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or both CG 20 10
23 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and CG 20 37 07 04),
24 and this insurance shall contain no special limitations on the scope of
25 protection given to City, its boards and commissions, and their officials,
26 employees and agents. This policy shall be endorsed to state that the
27 insurer waives its right of subrogation against City, its boards and
28 commissions, and their officials, employees and agents.

1 (b) Workers' Compensation insurance as required by the California
2 Labor Code and employer's liability insurance in an amount not less than
3 \$1,000,000. This policy shall be endorsed to state that the insurer waives
4 its right of subrogation against City, its boards and commissions, and their
5 officials, employees and agents.

6 (c) Professional liability or errors and omissions insurance in an
7 amount not less than \$1,000,000 per claim.

8 (d) Commercial automobile liability insurance (equivalent in scope
9 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an
10 amount not less than \$500,000 combined single limit per accident.

11 B. Any self-insurance program, self-insured retention, or
12 deductible must be separately approved in writing by City's Risk Manager or
13 designee and shall protect City, its officials, employees and agents in the same
14 manner and to the same extent as they would have been protected had the policy
15 or policies not contained retention or deductible provisions.

16 C. Each insurance policy shall be endorsed to state that coverage
17 shall not be reduced, non-renewed or canceled except after thirty (30) days prior
18 written notice to City, shall be primary and not contributing to any other insurance
19 or self-insurance maintained by City, and shall be endorsed to state that coverage
20 maintained by City shall be excess to and shall not contribute to insurance or self-
21 insurance maintained by Contractor. Contractor shall notify City in writing within five
22 (5) days after any insurance has been voided by the insurer or cancelled by the
23 insured.

24 D. If this coverage is written on a "claims made" basis, it must
25 provide for an extended reporting period of not less than one hundred eighty (180)
26 days, commencing on the date this Agreement expires or is terminated, unless
27 Contractor guarantees that Contractor will provide to City evidence of uninterrupted,
28 continuing coverage for a period of not less than three (3) years, commencing on

1 the date this Agreement expires or is terminated.

2 E. Contractor shall require that all subconsultants or contractors
3 that Contractor uses in the performance of these services maintain insurance in
4 compliance with this Section unless otherwise agreed in writing by City's Risk
5 Manager or designee.

6 F. Prior to the start of performance, Contractor shall deliver to City
7 certificates of insurance and the endorsements for approval as to sufficiency and
8 form. In addition, Contractor shall, within thirty (30) days prior to expiration of the
9 insurance, furnish to City certificates of insurance and endorsements evidencing
10 renewal of the insurance. City reserves the right to require complete certified copies
11 of all policies of Contractor and Contractor's subconsultants and contractors, at any
12 time. Contractor shall make available to City's Risk Manager or designee all books,
13 records and other information relating to this insurance, during normal business
14 hours.

15 G. Any modification or waiver of these insurance requirements
16 shall only be made with the approval of City's Risk Manager or designee. Not more
17 frequently than once a year, City's Risk Manager or designee may require that
18 Contractor, Contractor's subconsultants and contractors change the amount, scope
19 or types of coverages required in this Section if, in his or her sole opinion, the
20 amount, scope or types of coverages are not adequate.

21 H. The procuring or existence of insurance shall not be construed
22 or deemed as a limitation on liability relating to Contractor's performance or as full
23 performance of or compliance with the indemnification provisions of this Agreement.

24 16. ASSIGNMENT AND SUBCONTRACTING. This Agreement
25 contemplates the personal services of Contractor and Contractor's employees, and the
26 parties acknowledge that a substantial inducement to City for entering this Agreement was
27 and is the professional reputation and competence of Contractor and Contractor's
28 employees. Contractor shall not assign its rights or delegate its duties under this

1 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
2 of City, except that Contractor may with the prior approval of the City Manager of City,
3 assign any moneys due or to become due Contractor under this Agreement. Any
4 attempted assignment or delegation shall be void, and any assignee or delegate shall
5 acquire no right or interest by reason of an attempted assignment or delegation.
6 Furthermore, Contractor shall not subcontract any portion of its performance without the
7 prior approval of the City Manager or designee, or substitute an approved subconsultant
8 or contractor without approval prior to the substitution. Nothing stated in this Section shall
9 prevent Contractor from employing as many employees as Contractor deems necessary
10 for performance of this Agreement.

11 17. CONFLICT OF INTEREST. Contractor, by executing this Agreement,
12 certifies that, at the time Contractor executes this Agreement and for its duration,
13 Contractor does not and will not perform services for any other client which would create a
14 conflict, whether monetary or otherwise, as between the interests of City and the interests
15 of that other client. And, Contractor shall obtain similar certifications from Contractor's
16 employees, subconsultants and contractors.

17 18. MATERIALS. Contractor shall furnish all labor and supervision,
18 supplies, materials, tools, machinery, equipment, appliances, transportation and services
19 necessary to or used in the performance of Contractor's obligations under this Agreement,
20 except as stated in Exhibit "B".

21 19. OWNERSHIP OF DATA. All materials, information and data
22 prepared, developed or assembled by Contractor or furnished to Contractor in connection
23 with this Agreement, including but not limited to documents, estimates, calculations,
24 studies, maps, graphs, charts, computer disks, computer source documentation, samples,
25 models, reports, summaries, drawings, designs, notes, plans, information, material and
26 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,
27 and City shall have the unrestricted right to use and disclose the Data in any manner and
28 for any purpose without payment of further compensation to Contractor. Copies of Data

1 may be retained by Contractor but Contractor warrants that Data shall not be made
2 available to any person or entity for use without the prior approval of City. This warranty
3 shall survive termination of this Agreement for five (5) years.

4 20. TERMINATION.

5 A. City. City may terminate this Agreement for any reason or no
6 reason at any time by giving ninety (90) calendar days prior written notice to
7 Contractor.

8 B. Contractor. Contractor may terminate this Agreement for
9 convenience by giving at least forty-five (45) calendar days prior written notice to
10 City, provided that Contractor is not then in arrears on any obligation incurred in the
11 performance of this Agreement.

12 C. Procedure Upon Termination or Expiration. After receipt of a
13 Notice of Termination or upon the expiration of this Agreement and except as
14 otherwise directed by the City, the Contractor shall:

15 i. Stop work under the Agreement on the date and to the
16 extent specified in the Notice of Termination or the date of expiration of this
17 Agreement;

18 ii. Contractor will deliver in the manner, at the times, and
19 to the extent directed by the City any Public Access Equipment in accordance
20 with Section 4. of this Agreement.

21 iii. Complete performance of all work due up to the date of
22 contract termination or expiration; and

23 iv. Take such action as may be reasonably necessary or as
24 the City may reasonably direct, for the protection and preservation of (1) the
25 property related to the Agreement which is in the possession of the
26 Contractor and in which the City has or may acquire an interest, and (2) the
27 property of the City, both real and personal, which the contractor possesses,
28 uses, or occupies under the terms of this Agreement or any related

1 agreement.

2 D. Effect of Suspension or Termination. Notwithstanding any
3 exercise by the City of its right of suspension or termination, the Contractor shall not
4 be relieved of liability to the City for damages sustained by the City by virtue of any
5 breach of the Agreement by Contractor.

6 21. CONFIDENTIALITY. Contractor shall keep all Data confidential and
7 shall not disclose the Data or use the Data directly or indirectly, other than in the course of
8 performing its services, during the term of this Agreement and for five (5) years following
9 expiration or termination of this Agreement. In addition, Contractor shall keep confidential
10 all information, whether written, oral or visual, obtained by any means whatsoever in the
11 course of performing its services for the same period of time. Contractor shall not disclose
12 any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit
13 of others except for the purpose of this Agreement.

14 22. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a
15 breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor
16 knew prior to the time City disclosed it; or (b) is or becomes publicly available without
17 breach of this Agreement by Contractor; or (c) a third party who has a right to disclose does
18 so to Contractor without restrictions on further disclosure; or (d) must be disclosed pursuant
19 to subpoena or court order.

20 23. PEG FUNDS. City shall provide to Contractor one-third of its annual
21 PEG revenue, approximately \$333,000 annually, to support the activities described herein.

22 24. FEES AND PAYMENTS. Any fees permitted to be charged, and all
23 payments to the Contractor for the management of Public Access Programming,
24 production services, and Public Access Services shall be identified in the Annual Report.

25 25. ADDITIONAL INCOME.

26 A. The parties mutually understand that, with the exception of the
27 funding as provided by the City's PEG fees, all costs and expenses for the
28 provisions of services under this Agreement shall be borne by the Contractor.

1 B. Records of the receipt and disposition of PEG fees must be
2 maintained by the Contractor and reported to the City in the format prescribed by
3 the City, and shall be subject to audit by the City.

4 C. Contractor may carry advertising, underwriting, or sponsorship
5 recognition on the public access channels for the purpose of funding PEG-related
6 activities, in accordance with state law.

7 D. The Contractor shall include in all of its subcontracts which
8 involve other income-producing services or activities the following statement:

9 "No subcontractor of Community Action Partnership shall be permitted
10 to impose any charge or receive any income for services provided under this
11 subcontract without the express prior written approval of Long Beach
12 Community Action Partnership (LBCAP), in accordance with the
13 Management Agreement between LBCAP and the City of Long Beach."

14 26. AMENDMENT. This Agreement, including all Exhibits, shall not be
15 amended, nor any provision or breach waived, except in writing signed by the parties which
16 expressly refers to this Agreement.

17 27. LAW. This Agreement shall be construed in accordance with the laws
18 of the State of California, and the venue for any legal actions brought by any party with
19 respect to this Agreement shall be the County of Los Angeles, State of California for state
20 actions and the Central District of California for any federal actions. Contractor shall cause
21 all work performed in connection with construction of the Project to be performed in
22 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,
23 county or municipal governments or agencies (including, without limitation, all applicable
24 federal and state labor standards, including the prevailing wage provisions of sections 1770
25 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any
26 fire marshal, health officer, building inspector, or other officer of every governmental
27 agency now having or hereafter acquiring jurisdiction.

28 28. ENTIRE AGREEMENT. This Agreement, including all Exhibits,

1 constitutes the entire understanding between the parties and supersedes all other
2 agreements, oral or written, with respect to the subject matter in this Agreement.

3 29. INDEMNITY.

4 A. Contractor shall indemnify, protect and hold harmless City, its
5 Boards, Commissions, and their officials, employees and agents (“Indemnified
6 Parties”), from and against any and all liability, claims, demands, damage, loss,
7 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
8 costs and expenses, including attorneys’ fees, court costs, expert and witness fees,
9 and other costs and fees of litigation, arising or alleged to have arisen, in whole or
10 in part, out of or in connection with (1) Contractor’s breach or failure to comply with
11 any of its obligations contained in this Agreement, including any obligations arising
12 from the Project’s compliance with or failure to comply with applicable laws,
13 including all applicable federal and state labor requirements including, without
14 limitation, the requirements of California Labor Code section 1770 *et seq.* or (2)
15 negligent or willful acts, errors, omissions or misrepresentations committed by
16 Contractor, its officers, employees, agents, subcontractors, or anyone under
17 Contractor’s control, in the performance of work or services under this Agreement
18 (collectively “Claims” or individually “Claim”).

19 B. In addition to Contractor’s duty to indemnify, Contractor shall
20 have a separate and wholly independent duty to defend Indemnified Parties at
21 Contractor’s expense by legal counsel approved by City, from and against all
22 Claims, and shall continue this defense until the Claims are resolved, whether by
23 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
24 breach, or the like on the part of Contractor shall be required for the duty to defend
25 to arise. City shall notify Contractor of any Claim, shall tender the defense of the
26 Claim to Contractor, and shall assist Contractor, as may be reasonably requested,
27 in the defense.

28 C. If a court of competent jurisdiction determines that a Claim was

1 caused by the sole negligence or willful misconduct of Indemnified Parties,
2 Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the
3 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
4 percentage of willful misconduct attributed by the court to the Indemnified Parties.

5 D. The provisions of this Section shall survive the expiration or
6 termination of this Agreement.

7 30. FORCE MAJEURE. If any party fails to perform its obligations
8 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain
9 labor or materials or reasonable substitutes for labor materials, governmental restrictions,
10 governmental regulations, governmental controls, judicial orders, enemy or hostile
11 governmental action, civil commotion, fire or other casualty, or other causes beyond the
12 reasonable control of the party obligated to perform, then that party's performance will be
13 excused for a period equal to the period of such cause for failure to perform

14 31. AMBIGUITY. In the event of any conflict or ambiguity between this
15 Agreement and any Exhibit, the provisions of this Agreement shall govern.

16 32. NONDISCRIMINATION.

17 A. In connection with performance of this Agreement and subject
18 to applicable rules and regulations, Contractor shall not discriminate against any
19 employee or applicant for employment because of race, religion, national origin,
20 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
21 disability. Contractor shall ensure that applicants are employed, and that employees
22 are treated during their employment, without regard to these bases. These actions
23 shall include, but not be limited to, the following: employment, upgrading, demotion
24 or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay
25 or other forms of compensation; and selection for training, including apprenticeship.

26 B. It is the policy of City to encourage the participation of
27 Disadvantaged, Minority and Women-Owned Business Enterprises in City's
28 procurement process, and Contractor agrees to use its best efforts to carry out this

1 policy in its use of subconsultants and contractors to the fullest extent consistent
2 with the efficient performance of this Agreement. Contractor may rely on written
3 representations by subconsultants and contractors regarding their status.
4 Contractor shall report to City in May and in December or, in the case of short-term
5 agreements, prior to invoicing for final payment, the names of all subconsultants
6 and contractors hired by Contractor for this Project and information on whether or
7 not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as
8 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

9 33. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
10 accordance with the provisions of the Ordinance, this Agreement is subject to the
11 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
12 Long Beach Municipal Code, as amended from time to time.

13 A. During the performance of this Agreement, the Contractor
14 certifies and represents that the Contractor will comply with the EBO. The
15 Contractor agrees to post the following statement in conspicuous places at its place
16 of business available to employees and applicants for employment:

17 “During the performance of a contract with the City of Long Beach, the
18 Contractor will provide equal benefits to employees with spouses and its
19 employees with domestic partners. Additional information about the City of
20 Long Beach’s Equal Benefits Ordinance may be obtained from the City of
21 Long Beach Business Services Division at 562-570-6200.”

22 B. The failure of the Contractor to comply with the EBO will be
23 deemed to be a material breach of the Agreement by the City.

24 C. If the Contractor fails to comply with the EBO, the City may
25 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or
26 to become due under the Agreement may be retained by the City. The City may
27 also pursue any and all other remedies at law or in equity for any breach.

28 D. Failure to comply with the EBO may be used as evidence

1 against the Contractor in actions taken pursuant to the provisions of Long Beach
2 Municipal Code 2.93 et seq., Contractor Responsibility.

3 E. If the City determines that the Contractor has set up or used its
4 contracting entity for the purpose of evading the intent of the EBO, the City may
5 terminate the Agreement on behalf of the City. Violation of this provision may be
6 used as evidence against the Contractor in actions taken pursuant to the provisions
7 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

8 34. NOTICES. Any notice or approval required by this Agreement shall
9 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
10 postage prepaid, addressed to Contractor at the address first stated above, and to City at
11 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
12 to the City Engineer at the same address. Notice of change of address shall be given in
13 the same manner as stated for other notices. Notice shall be deemed given on the date
14 deposited in the mail or on the date personal delivery is made, whichever occurs first.

15 35. COPYRIGHTS AND PATENT RIGHTS.

16 A. Contractor shall place the following copyright protection on all
17 Data: © City of Long Beach, California _____, inserting the appropriate year.

18 B. City reserves the exclusive right to seek and obtain a patent or
19 copyright registration on any Data or other result arising from Contractor's
20 performance of this Agreement. By executing this Agreement, Contractor assigns
21 any ownership interest Contractor may have in the Data to City.

22 C. Contractor warrants that the Data does not violate or infringe
23 any patent, copyright, trade secret or other proprietary right of any other party.
24 Contractor agrees to and shall protect, defend, indemnify and hold City, its officials
25 and employees harmless from any and all claims, demands, damages, loss, liability,
26 causes of action, costs or expenses (including reasonable attorney's fees) whether
27 or not reduced to judgment, arising from any breach or alleged breach of this
28 warranty.

1 36. PLANS, REPORTS AND INFORMATION. At such times and in such
2 form as the City may reasonably require, the Contractor shall furnish such statements,
3 records, reports, data and information, as the City may reasonably request and deem
4 pertinent to matters covered by this Agreement. City shall have representation on the
5 Contractor's advisory board in an ex-officio capacity.

6 37. ANNUAL WORK PLAN. The Contractor shall submit an Annual Work
7 Plan for the approval of the City's Technology and Innovation Department. Such
8 submission may be modified by negotiation between the City and the Contractor. Each
9 such Annual Work Plan shall be submitted not less than 45 days before a twelve (12) month
10 period for which such Annual Work Plan is proposed. Such a period shall coincide with
11 the City's annual budget schedule making the due date April 1st of each calendar. The
12 Annual Work Plan shall include, but not necessarily be limited to, the following information:

13 A. The anticipated number of hours of locally produced, first-run
14 programming to be provided on the Public Access channels (excluding replays);

15 B. A Statement of Programming Goals, which shall contain a
16 description of the programming to be provided on the Public Access channels and
17 at the Community Media Center(s), along with a narrative description of how the
18 Contractor plans to achieve the goals;

19 C. Training classes to be offered and the frequency of such
20 classes;

21 D. Planned outreach and promotional activities;

22 E. Measurable goals and objectives;

23 F. An income or fundraising development and implementation
24 plan; and

25 G. Other activities planned by the Contractor.

26 38. BOARD OF DIRECTORS CHANGES. Contractor shall notify the
27 City's City Manager in writing within ten (10) business days of any resignations,
28 reappointments, or initial appointments to the Board of Directors. When a change of the

1 Board members affects signatory responsibilities, the notification letter shall include
2 wording that the new signatories have authority to sign payments, reports, and other
3 documents.

4 39. ANNUAL YEAR-END REPORT. Contractor shall submit to the City
5 within forty-five (45) days of the end of the previous year an Annual Year-End Report listing
6 information related to training classes, program production hours, planned outreach goals,
7 financial information, and other measures from the approved Annual Work Plan.

8 40. WAIVER. The acceptance of any services or the payment of any
9 money by City shall not operate as a waiver of any provision of this Agreement or of any
10 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
11 Agreement shall not constitute a waiver of any other or subsequent breach of this
12 Agreement.

13 41. CONTINUATION. Termination or expiration of this Agreement shall
14 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
15 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

16 42. TAXES, LIENS, AND LICENSES. The Contractor shall pay promptly
17 all taxes, excise and license fees of whatever nature, applicable to this Agreement except
18 those arising from or related to the purchase and maintenance of the Public Access
19 Equipment, and take out and keep current all licenses (municipal, state or federal) required
20 for the conduct of the business, and further shall not permit any of said taxes, excise or
21 license fees to become delinquent. The Contractor also shall not permit any mechanic's
22 or materialman's lien or any other lien to be imposed upon the property of the City or any
23 part or parcel thereof by reason of any work or labor performed or materials furnished by
24 any person, co-partnership, association of persons, company, or corporation, to or for the
25 Contractor, or by other authority. The Contractor shall furnish the City, upon request,
26 duplicate receipts or other satisfactory evidence showing the prompt payment of the Social
27 Security, Unemployment Compensation and all taxes and fees above referred to and
28 showing that all required licenses are in good standing. The Contractor shall pay promptly

1 when due, all bills, debts and obligations incurred in connection with its management of
2 Public Access Programming, and Public Access Services, and Community Media Center
3 services except those arising from or related to the Public Access Equipment to be borne
4 by the City pursuant to the terms of this Agreement, and shall not permit same to become
5 delinquent and shall suffer no lien, mortgage, judgment, execution or adjudication in
6 bankruptcy which will in any way impair the rights of the City.

7 43. ADVERTISING. Contractor shall not use the name of City, its officials
8 or employees in any advertising or solicitation for business or as a reference, without the
9 prior approval of the City Manager or designee.

10 44. AUDIT. City shall have the right at all reasonable times during the
11 term of this Agreement and for a period of five (5) years after termination or expiration of
12 this Agreement to examine, audit, inspect, review, extract information from and copy all
13 books, records, accounts and other documents of Contractor relating to this Agreement.

14 45. THIRD PARTY BENEFICIARY. This Agreement is not intended or
15 designed to or entered for the purpose of creating any benefit or right for any person or
16 entity of any kind that is not a party to this Agreement.

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

LONG BEACH COMMUNITY ACTION PARTNERSHIP, a California corporation

June 3, 2016

By Dan A. Anger
Name DARICK J SIMPSON
Title EXECUTIVE DIRECTOR

June 16, 2016

By Lisa Mastromico
Name Lisa Mastromico
Title PDSNET Director

"Contractor"

CITY OF LONG BEACH, a municipal corporation

July 7, 2016

By T. Bull
City Manager
Assistant City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City"

This Agreement is approved as to form on June 16, 2016.

CHARLES PARKIN, City Attorney

By Charles Parkin
Deputy

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Lona Beach, CA 90802-4664

EXHIBIT “A”



City of Long Beach
 Purchasing Division
 333 West Ocean Boulevard, 7th Floor
 Long Beach, CA 90802

City of Long Beach
Request for Proposals Number TI 16-041
For
Public Access Cable Television Services

Release Date:	12/10/2015
Questions Due:	12/17/2015
Posting of the Q & A:	12/28/2015
Due Date:	01/07/2016

City Contact: Sokunthea Kol *Buyer* 562-570-6123

See Section 4 for instructions on submitting proposals.

Company Name Long Beach Community Action Partnership Contact Person Lisa Mastramico
 Address 117 West Victoria Street City Long Beach State CA Zip 90805
 Telephone (562) 216-4621 Fax (562) 591-4612 Federal Tax ID No. [REDACTED]
 E-mail: lisa@padnet.tv

Prices contained in this proposal are subject to acceptance within 90 calendar days.

I have read, understand, and agree to all terms and conditions herein. Date 1/4/16

Signed *Darick J. Simpson*

Print Name & Title Darick J. Simpson, Executive Director

Rev 2014 1001

PADNET Proposal January 2016

After the passage of the Digital Infrastructure and Video Competition Act of 2006, the landscape for all Public, Government and Education Access channels in the state of California drastically changed. The move from local to state-issued franchise agreements, and the new restrictions placed on funding, caused over 50 PEG operations throughout the state to close, including the Charter-operated Public Access Studio in Long Beach.

In January 2012, after nearly four years of the channel being dark, the Long Beach Community Action Partnership (LBCAP) began to implement an agreement with the City of Long Beach to relaunch and operate the public access channel for the community and its residents.

Through the support of the City of Long Beach; the Knight Foundation; the hard work of many supporters; and the infrastructure, organizational strength and operational support of the Long Beach Community Action Partnership, Long Beach is proudly one of the only cities in California that has successfully relaunched its Public Access Channel.

The Public Access Digital Network (PADNET) was created to develop media training, production, and delivery systems that air locally-produced news, information and entertainment content through the primary conduit of public access television. Although public access television is the main component of training and content delivery, the PADNET model also leverages other digital media such as the Internet and mobile devices to maximize contact with potential viewers.

3. SCOPE OF PROJECT

As a program of the Long Beach Community Action Partnership, PADNET's primary responsibility is to support community members by offering the tools and training to create content for the City's Public Access channel. PADNET currently has four dedicated staff members: A PADNET Director, Production and Access Manager, Channel and Equipment Coordinator and a part time Membership Services Assistant.

PADNET cablecasts the public access channel twenty-four hours a day, seven days a week from the head end, located at our main office at 117 W. Victoria Street in North Long Beach. We offer a full range of training, equipment and facilities for Long Beach

residents to create content for the public access channel. This content can be uploaded by members from anywhere that has an internet connection, via their member dashboard on the full service website at PADNET.tv.

We responsibly implement the current contract with the City of Long Beach through a variety of organizational systems and structures such as the PADNET Membership Agreement (see Appendix A), which must be signed by anyone who submits content for the channel; a PADNET Member Handbook (see Appendix B), which outlines all policies and procedures for the responsible use of the PEG resources; and a Playback Request Form (see Appendix C) which requires, at minimum, that members acknowledge their programs do not violate copyright law, and indicate whether a program contains adult content (which can only be cablecast from midnight to 5:00am).

To support the work of our membership, which consists of individual residents, community groups, nonprofit organizations and local businesses, we offer editing suites and field equipment access at three locations, expanding to five in early 2016. We are able to do this through valuable partnerships with the Long Beach Public Library and WE Labs in downtown Long Beach. These partnerships allow us to expand the reach of the PEG-funded resources without incurring additional operating expenses. At the main office (the HUB), we offer a full HD studio, accessible 24 hours per week, for live and live-to-tape studio productions. At the Main Library in downtown Long Beach, there is a “green screen studio,” which is accessible to members who have field camera training, and is available 25 hours per week. Trained staff is available at all locations during access hours to assist members with equipment packages and any technical issues.

3.1 TYPES of SERVICES

The types of services to be performed by the Provider shall include, but are not limited to:

3.1.1 Provide Infrastructure and Technology to connect the Public Access programming point of origination to the City’s video/cable TV Operators playback head end and facility.

LBCAP has the necessary infrastructure, hardware and agreements to transmit the channel and has been doing so successfully for over three years. LBCAP has a current “Data Transport Service Agreement” with Spectrum Business (formerly Charter

Communications) to connect the Public Access programming point at our main office to the head end facility and has assumed responsibility for the significant monthly cost. The hardware we use is the Tightrope Media System, which is industry standard, to facilitate the ingestion of shows and the playback process. LBCAP has been successfully transmitting the public access signal from the point of origination since August 31, 2012, when the channel was relaunched after a nearly four-year absence.

3.1.2 Scheduling and airing of noncommercial Public Access programming (original taped, original live, and non-original) on the Public Access Channel twenty-four hours per day, seven (7) days per week

PADNET's Channel and Equipment Coordinator schedules content on the channel twenty-four hours per day, seven (7) days per week. PADNET members can submit their programs from anywhere with an internet connection through their dashboard on our website at PADNET.tv. We cablecast an average of 25 original taped shows per month. Currently we have one live show per month, CSULB's College Beat, as members generally prefer having the ability to edit and fine tune their shows in post-production. Non-original content, such as public domain movies, is scheduled on a lower priority than original content, utilized only to ensure the channel is cablecasting content a full twenty-four hours per day, seven days per week. We are currently cablecasting an average of 23 non-original shows per month.

3.1.3 Actively promote the use and benefits of the City's Public Access channel to City residents, and specifically to the Public Access Community

PADNET staff, interns and volunteers work hard to ensure that the community is aware of this extremely valuable resource. Our consistent message is that the public access channel is their channel. It belongs to every resident in the City of Long Beach, as do the resources to create content for our channel. LBCAP has the honor and responsibility of administering this resource in a mission driven way, but ultimately the community must be involved in nearly every level for its success. Some of the ways we work to reach the community include:

SOCIAL MEDIA

As with any successful organization or business, PADNET continues to grow a strong and responsible social media footprint. We regularly post on Facebook where PADNET's

page reaches an average of 2500 people every week; LBCAP's page reaches an average of 1700 people weekly. Additionally, we regularly engage users on Twitter and Instagram, and host live "behind the scenes" coverage on Periscope. We have also utilized social media to engage the community during live broadcasts. For example, during the historic Long Beach elections in 2014, LBCAP hosted a series of election forums. For the final three live shows during the runoff races, we invited the public to post their questions on the Facebook event page for each show. The questions were vetted and forwarded to the host on set. Not only did this allow for people to engage with candidates whether or not they were able to attend, but it inspired conversations through the comment sections about important community matters.

NEWSLETTER AND EMAIL BLASTS

Over 500 community members have signed up for PADNET's monthly newsletter and our weekly members email blast reaches 222. We use both to communicate about class schedules, upcoming shows, event announcements and other items of interest members.

EVENTS

Each month, PADNET hosts an open house, where anyone can come and meet the staff; check out the studio and other equipment; ask questions; engage with fellow community members; sign up for membership; and register for classes. PADNET also has staff regularly attend community events such as Bixby Knolls First Fridays and the Second Saturday Art Walk in downtown Long Beach. We also make presentations at events, such as the "Meet the Media" panel at the Nonprofit Partnership, where we can introduce PADNET to nonprofit organizations and demonstrate the benefit of utilizing community media to promote the important work they do.

PARTNERSHIPS

Building partnerships with other community organizations, institutions and businesses is critical to our success; we have a variety of goal-oriented ways in which we do this. PADNET currently has two satellite facilities – at the Main Library in downtown Long Beach and at WE Labs. These partners provide staff to handle the equipment available for check out or use at each location. In return, we provide extensive media training at no cost to their staff. We will open two more satellites in early 2016. One will be located in the Family Learning Center at the El Dorado Branch of the Long Beach Public Library, and the other at Century Villages at Cabrillo. Once these satellites are open, we will have locations throughout Long Beach where members can access equipment and editing suites (Main office in North Long Beach; Main Library and WE Labs in downtown;

Century Villages at Cabrillo in West Long Beach; and El Dorado in East Long Beach). As we continue to build additional partnerships and create several more satellites throughout the city, we will multiply our cross-promotional opportunities, making PADNET visible to our partners' patrons.

PADNET also works with local colleges and universities, such as California State University, Long Beach. Our partnership with CSULB includes a strong internship program with several departments, which has led to a staff position for one student. We worked with the Journalism and Mass Communications program during their successful attempt at reaccreditation in 2013-2014, by producing a video for them that remains on the front page of their website. We have also been working with the Film and Digital Media Arts program to host one or more of their studio production classes at our facility, as PADNET's equipment is much newer than what is currently available to students. In late 2015, the student organization College Beat began producing their television show at PADNET, enabling them to go live to the channel.

ADVISORY COMMITTEE

The PADNET Advisory Committee consists of representatives from various sectors, agencies and communities throughout Long Beach. Though not our official governing body, we count on our Advisory Committee Members to be advocates for PADNET; to bring the voices of those they represent to the meetings; and to offer feedback on advancing our mission and making our resources and channel more accessible for everyone.

The committee meets bi-monthly on the first Wednesday from 4:00-5:00pm. The 2 elected member producers also convene monthly "Producer Roundtable" meetings with members and receive a free annual membership for the extra time. Between the meetings, the PADNET Director will keep the committee informed of any events, announcements, special programming or other relevant information.

(see table next page)

Type of appointment	# of positions	Length of appointment
Arts Community	1	2 year appointment
At Large Community Representatives	3	2 year appointments
Charter Communications	1	Ongoing
City Technical Staff	1	Ongoing
PADNET Member Producers	2	Elected in February for 1 year
Digital Media Business Community	1	2 year appointment
HUB Manager (PANDET Director)	1	Ongoing
Nonprofit Sector Representative	1	2 year appointment
Satellite Media Center Representatives	1	1 year appointment
Youth Representatives (age 15-24 yrs)	2	1 year appointment

3.1.4 Charge reasonable, nondiscriminatory fees for the use of the Access Channel facilities and equipment in order to cover the costs of operation; however, provided that commercial use of the Channel and/or its facilities or equipment is prohibited.

We work hard to ensure access for all residents at PADNET, while recognizing that we must cover all operating costs for the program. At this time, we do not charge for the use of facilities and equipment but we do charge for memberships and classes. Importantly, we are mission-driven to find ways to engage the public, even if they are unable to afford the modest fees for membership and classes. To that end, PADNET offers two need-based scholarships for membership each month. We also offer a PADNET Bucks program (see Appendix D), where members can earn credits toward class fees by volunteering.

Commercial use of the channel, facilities and equipment is strictly prohibited with consequences for violations specifically outlined in the PADNET Member Handbook (see Appendix B, Page 15). Further, when members sign the Playback Request Form, which is required each time a member submits content for playback on the channel, they confirm once more that they are not submitting commercial content.

3.1.5 Organize and regularly schedule training for Public Access producers

Media training is central to PADNET's mission to empower local residents to produce content for the public access channel. We offer the basic training classes, with corresponding certifications, that teach members to use all of the equipment, editing suites and studios available to them (see Appendix E). These classes are offered at least once per month and if the classes fill, we add additional sessions (see Appendix F)

This year, PADNET will expand its curriculum beyond the basic classes in order to offer more quality, affordable media training to Long Beach residents. In January 2016, we will begin teaching Adobe After Effects, which is software used for editing and animation. In early 2016, we will add Photoshop and advanced classes in Final Cut Pro X.

We also work with groups to tailor training to their needs and to allow teams to matriculate together. For example, when CSULB's College Beat production team contacted PADNET, they already had experience working in a studio environment. Rather than have them take our regular classes, we designed a weekend intensive course for their group that allowed them to move quickly to being producing their show at the PADNET studio.

3.1.6 Ensure adequate staff or volunteer personnel are available to operate the studio, control room, editing and playback facilities

One of the most challenging differences between the pre-DIVCA Charter-run studio and the current model for public access is that PADNET is a primarily a do-it-yourself environment, though we do invest some operational funding to have a staff member run the Playback equipment and to schedule the channel. Before DIVCA, members only had to book a time slot and arrive with their guests. The Charter staff handled all production tasks (filming, audio, editing, media management, uploading shows for cablecast, etc.). The new model does not provide funding to pay staff to produce members' shows for them and they now have to assume responsibility for this work. However, this can be incredibly empowering and also gives members the opportunity to learn new technical and transferrable skills. Also, though we cannot crew their productions with staff, nor complete the main production tasks for them, we are creative about finding ways that we can support our members with very limited operational funding and ensure that everyone who is using the equipment is qualified to do so. Some of those efforts include:

- During access hours, there is always at least one staff member available who knows how to operate and trouble shoot the equipment
- We encourage our members to work together and support networking opportunities such as the Producer's Roundtable, held each month, and a crew networking page on our website
- We regularly schedule open studio and open editing lab sessions where members can work directly with a staff member to improve their comfort level with the equipment
- In 2016, we will host a monthly studio taping session, available to members who sign up, where our interns will be trained to complete the studio production portion of members' shows
- Providing volunteer opportunities where members can shadow experienced staff members in a real time production
- Volunteer hours can be traded for PADNET Bucks, which can be used to hire staff members to crew on their productions

We will continue to find ways we can support our members in the production of their shows for public access.

3.1.7 Provide preventative and corrective maintenance of facilities and equipment provided for use to Public Access producers

PADNET has a solid infrastructure in place for responsibly maintaining the PEG funded equipment and facilities.

We believe that the care and responsible use of equipment and facilities starts with good training. Members must take the certification classes for the equipment they would like to use. For field equipment, this means having successfully completed the field production series and, for access to the studio, having completed the Studio 1, 2 and 3 classes. Care and maintenance of the equipment are important components of these classes.

When members would like to utilize field equipment, they can make the reservation online at PADNET.tv, where the system will cross-reference their certifications and membership status and only allow a current, certified member to reserve equipment. When checking out equipment, members are required to sign a Check-Out Form (see Appendices G and H) and the staff member will ensure that everything is in working

condition at the time that the member is taking the equipment. When equipment is returned, the staff check to ensure that nothing is damaged and both parties sign the Check-Out Form, a copy of which is given to member as proof that everything was returned in working order. This is the same process that is used for the main PADNET office as well as the satellite locations.

For the studio, a reservation with the same cross-referencing is available at PADNET.tv. When the member arrives to use the studio, a staff member will utilize the Studio Condition Checklist (see Appendix I) to ensure that everything is in working order and that the member producer and their crew are certified to use the equipment that they will be handling. When the production is finished, a staff member will again go through that checklist to ensure everything is left in the same condition as it was on arrival.

As per the Membership Agreement (see Appendix A, Item J) and the Check-Out Form (see Appendices G and H) , members assume responsibility for the equipment when it is in their care and the facilities when they are using them. If something is broken or damaged due to neglect or mishandling, the member is expected to assume the cost for repair.

3.2 Detailed Management Plan

3.2.1 Detailed Management Plan to Ensure Efficient Operations. Elements of such a plan may include:

3.2.1.1 Automated program scheduling

Members can upload content through their member portal on PADNET's website and electronically sign the Playback Request Form (see Appendix C) Our Channel Coordinator then schedules their program on the channel and sends the member at least two times and dates that they program will be on the air. Members can request specific times and days for their show to air and we work to accommodate their requests. In order to have a series timeslot (see Appendix J) members must produce three episodes. Once three episodes have been submitted, we will issue a time slot based on their request and will accommodate their first, second or third choice. As the demand for specific timeslots on the channel grows, we will plan and implement a lottery system for time slot assignments.

3.2.1.2 Automated playback and encoding

The public access channel is generally scheduled a month in advance, though we will replace series slots with new episodes as they arrive. The Tightrope system, our playback hardware, requires very specific encoding and we currently offer a “conversion station” as well as staff assistance in this process. Once members learn how to convert their files, they can usually do the conversion on their own from the editing suite computers or on their home system. PADNET is currently in the process of switching to a new website platform and is exploring software options that can automate some of this encoding for a more user-friendly experience when submitting content.

3.2.1.3 Channel operations and administration

PADNET has a full time staff member, the Equipment and Playback Coordinator, who manages the internal operations for the channel. After PADNET members upload or submit the file for their programs, the Playback Coordinator schedules the program on the channel and sends notification to the member that their program has been scheduled and at least two times and/or days they can expect to see it. If a PADNET member wishes to have a regular time slot, she or he should first produce three episodes of the show and request a time slot from the Playback Coordinator.

The public access channel is protected by the First Amendment and Long Beach residents have a right to cablecast nearly anything they produce. However, there are certain types of content that are prohibited. Primarily this is anything that would be deemed commercial or obscene (as defined by the U.S. Supreme Court and cited in the PADNET Member Handbook, appendix B).

PADNET values the balance between protecting the viewing audience from offensive programming and the provision of freedom of speech via programming to community resident. We do not prescreen content before it goes on the channel (as this is not possible, nor allowed per public access requirements) but we do have several documented systems in place where we provide explanations and members acknowledge and agree that they understand what is considered “adult content” and must be aired during safe harbor hours, and what is considered “prohibited content” that cannot be shown on the channel.

If a member submits adult content without notification or content that is commercial or obscene, their program will be pulled from the channel and the member faces consequences that are outlined in the PADNET Member Handbook (see appendix B). If the member disagrees, there is a procedure in place for appeal, also outlined in the PADNET Member Handbook (see appendix B).

Summaries of the most important PADNET documents pertaining to these processes are:

PADNET Member Agreement (see Appendix A) – Member agrees to comply with all policies and procedures, not submit disallowed programming (outlined in document), assume full responsibility for content, obtain all permissions, agrees to let PADNET air the content produced with PADNET resources, indemnify PADNET, the City of Long Beach and other parties, not represent oneself as an employee of PADNET, abide by all applicable laws, agree to cover repair or replacement costs due to neglect or mishandling and will make no false or misleading statements on PADNET documents.

PADNET Member Handbook (see Appendix B):

Table of Contents includes: Mission Statement and Contact Information, Membership Information, Content and Programming, Underwriting, Submitting Your Show, Training and Certification, Class Descriptions, Equipment and Class Policies, Before the Shoot During the Shoot, After the Shoot, Members Use of the Facility and Violations.

PADNET Playback Request Form (see appendix C) – Basic information about the program (i.e. total run time), preferred air times and dates, an acknowledgement that the program does not contain prohibited content and an advisory if the program has adult content and must be played during safe harbor hours.

The actual process for submitting content to the channel is as follows:

- Membership in PADNET, which requires signing the Membership Agreement
- If the member would like to use PADNET's equipment or facilities to produce their program, the appropriate certification classes must be taken prior to use. If a member already has completed content, they can skip to the next step
- Members sign a Playback Request Form for each show submitted, which can be done either through their member dashboard on the PADNET website or they can deliver a USB drive to the main PADNET studio
- The Playback Coordinator will confirm with the member that their show has been successfully ingested to the playback system and will provide at least two times/dates for playback
- If the member chooses, and if the program does not contain adult content, the program will also be available as video on demand at PADNET.tv

3.2.1.4 Maintenance of equipment and facilities

PADNET has a full time staff member, the Equipment and Playback Coordinator, who is responsible for the day-to-day maintenance of the equipment and facilities. This staff member has a Studio Engineer, the PADNET Director and a variety of expert vendors to call on for maintenance. LBCAP has full insurance on all of the equipment we manage

for the City of Long Beach, though members assume responsibility when the equipment is under their care. When checking equipment out from any of the three facilities, members sign a check out form (see appendices G and H), which includes acknowledgement of the responsibilities they are assuming for the equipment. All equipment is examined before they remove it from the building and when it is returned. For facility use, a similar process and studio checklist are utilized (see Appendix I). On the rare occasions something is damaged, PADNET staff assess the responsibility and if it is normal wear and tear, the equipment is fixed or replaced. On the rare occasion that a member is responsible due to neglect or mishandling, PADNET works with that member to create a payment plan, if necessary, to cover the cost of repair or replacement.

3.2.1.5 Program goals

PADNET's mission is to empower Long Beach residents with quality resources to create and share locally produced news, information and entertainment that foster community pride and civic engagement. Always mission driven, our goals for the next year include, but are not limited to, the following:

- Increasing the curriculum offerings of the affordable, quality media instruction we offer by adding classes such as Photoshop and Advanced Final Cut Pro X. We will also collaborate with other organizations, such as the Long Beach Nonprofit Partnership, to create specialized classes for their membership to better understand how media can help advance their mission.
- We plan to expand our internship program by working with more schools in region and developing direct relationships with the faculty who teach in the relevant programs at those institutions. PADNET already has a strong internship program and consistently places 5-7 students each semester from CSULB, LBCC, UCI, UCLA and several other schools. PADNET interns have the opportunity to gain hands on production experience at our facility and develop hard skills that are transferrable to any field they enter after graduation. Recent interns created a field production show, for example, called "Long Beach Shorts," where they produce 2 five-minute videos about Long Beach each week. This enables PADNET to cover events happening in the community that we normally would not have the staff to cover, while giving students a great opportunity to have hands on experience and build their portfolios and reels.

- We will continue to find creative ways to assist members with their productions. We are currently moving to a new website platform, which will have a better structure for connecting members to other members for potential collaboration and production crew exchanges.
- We will work to increase outreach efforts. Public Access continues to be one of the most underutilized resources in any community that is lucky enough to have such a facility. With nearly half a million residents in Long Beach, hundreds of nonprofit organizations and even more businesses, there is much work to do in reaching as many as we can. Some of our strategies to increase outreach include:
 - Increased tracking of our social media efforts so that we can be more strategic in our reach
 - Reaching out to CSULB, LBCC and other colleges and universities to make presentations in classes, post flyers in high traffic areas and generally increase our visibility on campuses
 - Identifying press opportunities and sending out press releases for coverage of events, important shows and other notable activities
 - Identifying more speaking and presentation opportunities
 - Building collaborations with local nonprofits and businesses and offering discounts to their members for PADNET memberships in exchange for visibility to their constituencies
 - Continue to engage the community through the production of *Long Beach Lens*, an interview show featuring public officials, notable figures and community leaders, offering viewers a glimpse into the stories of these individuals and what motivates, challenges and inspires them

3.2.2 Funding and Development plan:

3.2.2.1 Strategies for obtaining additional funding

LBCAP has not only provided the administrative, institutional and staff support for the PADNET program, but has also directly invested its own advocacy funding into the program, including a \$192,000 commitment to the 2016 PADNET Operating Budget.

We will continue to supplement the LBCAP direct investment utilizing the strategies that have been successful over the last three years: Foundation support, training grants, production services for members and membership and class fees.

Some examples of past successes include:

- A Pacific Gateway Workforce Investment Network Grant for \$35,000 to conduct a Digital Commercial Academy for young adults
- A Long Beach Community Foundation Grant for \$21,000 to create 12 Long Beach in Action shows
- A California Endowment Grant for \$18,000 (PADNET's portion of the grant to LBCAP) to produce content supporting several community initiatives
- A Long Beach Community Foundation Grant for \$5,000 to produce a profile video of the Foundation
- A Community Advocacy and Family Services Grant for \$7,000 to produce profile videos of funding recipients in Long Beach
- A Long Beach Public Library \$1,500 PSA Program Grant to create and implement a youth produced series of public service announcements for local businesses
- A \$2,500 PBS SoCal grant to create and implement a youth led "Champion Video" project

3.2.2.2 Actual or proposed funding sources

In addition to the secured \$192,000 investment by LBCAP to the 2016 PADNET Operating Budget, we will continue to generate revenue with production services, membership and class fees as well as small and large grant opportunities.

3.2.2.3 Pro forma 3-year revenue projections

A three-year projection for revenues, including the LBCAP investment, is included in the appendices (see Appendix K).

3.2.3 Detailed Plan for Retention and development of Producers and Volunteers:

3.2.3.1 Producer retention and recruiting

Though the new model of public access does not allow for as much hands on help for producers as the previous Charter-run studio, PADNET works hard to provide as much support for members as possible, to build community around the program and to recruit new community members to access this important resource that is here for them to

use. Some of the strategies we use and will continue to build in the coming years include:

- Keeping in touch with members regularly through the Members' Email Blast that is sent every Wednesday and includes important announcements, volunteer opportunities, events that have requested coverage by a media maker and more
- Producer's Roundtables hosted monthly by the two elected PADNET Advisory Committee members
- PADNET Open Houses at least once per month, where anyone can come and meet the PADNET team, including volunteers, producers, fellow members, and engage with the resources available including the studio, control room and field kits
- Increasing curriculum offerings so that members can move beyond basic certifications and increase their technical skills
- Ensuring access regardless of socioeconomic status, such as membership scholarships and PADNET Bucks earned through volunteering that can be used to pay for classes or production services
- Offering dynamic opportunities to volunteer and learn while doing so, such as crewing on *Long Beach Lens*
- Improving our full service website based on member feedback to create an increasingly user friendly experience
- Offering open editing and studio labs where members can come and work directly with a staff member to build technical competence and confidence in operating the equipment
- Working with interns to provide support to members on their productions

3.2.3.2 Volunteer staff development

PADNET is fortunate to have a wide range of volunteers who help us implement our mission. We believe that in order to retain volunteers, they need to be meaningfully engaged and demonstrably valued. We work to build community with our volunteers by offering the opportunity to shadow seasoned staff during productions, by celebrating our achievements, such as the 25th taping of *Long Beach Lens*, inviting them to events to represent the organization. Also, the PADNET Bucks program (see Appendix D) was designed to give back to our volunteers with something tangible that they could use to create their programs or increase their technical skill.

3.2.3.3 Training and production support

Through our certifications classes, we ensure that our members have been technically trained and feel as confident as possible when they begin their productions at PADNET. We have designed our media production classes to be comprehensive but not overwhelming. We start with the basics and then build on that foundation. At the end of every class, participants are asked to fill out an anonymous evaluation sheet, which we use to continually improve our quality instruction. PADNET's instructors, which include core staff as well as some freelance vendors, are all extremely knowledgeable. Most instructors have university level degrees in the field of media production and all have extensively utilized the equipment they are teaching in both commercial and noncommercial productions.

We continue to find ways to support our members in their productions with minimal staff under the new model of public access in California. Our staff is always available during access hours to assist with technical issues. We are working with interns to provide direct production support to members when they are utilizing the studio. We are also working to find better ways to connect members to each other and continue to build a community of support. Though the post-DIVCA model of public access is a do-it-yourself model, we know that production is a long process and is time consuming and supporting each other is critical.

3.2.4 Detailed Plan for Channel Administration, Oversight and Governance:

PADNET values the balance between protecting the viewing audience from offensive programming and the provision of freedom of speech via programming to community resident. We do not prescreen content before it goes on the channel (as this is not possible, nor allowed per public access requirements) but we do have several documented systems in place where we provide explanations and members acknowledge and agree that they understand what is considered "adult content" and must be aired during safe harbor hours, and content that is strictly prohibited, which is anything commercial or obscene (as defined by the U.S. Supreme Court).

If a member submits adult content without notification or content that is commercial or obscene, their program will be pulled from the channel and the member faces consequences that are outlined in the PADNET Member Handbook. If the member disagrees, there is a procedure in place for appeal, also outlined in the PADNET Member Handbook.

Summaries of the most important PADNET documents pertaining to these processes are:

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PADNET Member Handbook (see Appendix B):

Table of Contents includes: Mission Statement and Contact Information, Membership Information, Content and Programming, Underwriting, Submitting Your Show, Training and Certification, Class Descriptions, Equipment and Class Policies, Before the Shoot During the Shoot, After the Shoot, Members Use of the Facility and Violations.

PADNET Playback Request Form (see Appendix C) – Basic information about the program (i.e. total run time), preferred air times and dates, an acknowledgement that the program does not contain prohibited content and an advisory if the program has adult content and must be played during safe harbor hours.

The actual process for submitting content to the channel is as follows:

- Membership in PADNET, which requires signing the Membership Agreement
- If the member would like to use PADNET's equipment or facilities to produce their program, the appropriate certification classes must be taken prior to use. If a member already has completed content, they can skip to the next step
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- The Playback Coordinator will confirm with the member that their show has been successfully ingested to the playback system and will provide at least two times/dates for playback
- If the member chooses, and if the program does not contain adult content, the program will also be available as video on demand at PADNET.tv

5.4 Proposal Requirements

LBCAP has been a nonprofit organization serving the City of Long Beach for over 35 years. As a program of LBCAP, PADNET has the experience, infrastructure and financial management to immediately offer services, as it has been doing for the last four years.

5.4.1 Experience

5.4.1.1 Overview of the experience of the Board of Directors and “controlling management personnel” The following areas are desired:

5.4.1.1.1 Public Access Operation and Management

PADNET has benefitted greatly from the experience and dedication of its staff and management team (see Appendix L). LBCAP’s Executive Director has a background in news and television production. The PADNET Director has a Master of Arts in Social Documentary from the University of California, Santa Cruz, has served on a Public Access Television Board of Directors and is an award-winning producer in both public and commercial media production. PADNET’s three additional staff members all graduated with Bachelors of Arts from CSULB’s Television and Digital Media Arts programs. Additionally, the Production and Access Manager has worked in both public and commercial media.

5.4.1.1.2 Budget Planning and Implementation

As a program of LBCAP, PADNET’s budget is set by the Chief Operating Officer for LBCAP and must adhere to the same strict standards of process as any other LBCAP program. The entire LBCAP budget must be submitted and approved by the LBCAP Board of Directors no later than November in the year preceding implementation. Additionally, LBCAP has a Finance Department with systems in place for recording income, documenting expenses, submitting paperwork for invoices and issuing payments.

The PADNET program must submit reports to the City of Long Beach each April that include a narrative regarding PEG expenditures and an accounting of expenditures.

5.4.1.1.3 Operations Planning

PADNET is a member driven program. We have surveyed our membership several times through an online service called “survey monkey.” Though we have all of the systems and structures in place to run PADNET in a day-to-day setting, we are always looking for ways to engage more of the community and to better serve them in a mission driven way.

5.4.1.1.4 Training and Retention of Community Producers

Media training is central to PADNET's mission to empower local residents to produce content for the public access channel. We offer the basic training classes, with corresponding certifications, that teach members to use all of the equipment, editing suites and studios available to them (see Appendix E). These classes are offered at least once per month and if the classes fill, we add additional sessions (see Appendix F)

This year, PADNET will expand its curriculum beyond the basic classes in order to offer more quality, affordable media training to Long Beach residents. In January 2016, we will begin teaching Adobe After Effects, which is software used for editing and animation. In early 2016, we will add Photoshop and advanced classes in Final Cut Pro X.

We also work with groups to tailor training to their needs and to allow teams to matriculate together. For example, when CSULB's College Beat production team contacted PADNET, they already had experience working in a studio environment. Rather than have them take our regular classes, we designed a weekend intensive course for their group that allowed them to move quickly to being producing their show at the PADNET studio.

Beyond the training, we know that the retention of PADNET Producers requires building a supportive, inclusive community. Though the new model of public access does not allow for as much hands on help for producers as the previous Charter-run studio, PADNET works hard to provide as much support for members as possible, to build community around the program and to recruit new community members to access this important resource that is here for them to use. Some of the strategies we use and will continue to build in the coming years include:

- Keeping in touch with members regularly through the Members' Email Blast that is sent every Wednesday and includes important announcements, volunteer opportunities, events that have requested coverage by a media maker and more
- Producer's Roundtables hosted monthly by the two elected PADNET Advisory Committee members
- PADNET Open Houses at least once per month, where anyone can come and meet the PADNET team, including volunteers, producers, fellow members, and engage with the resources available including the studio, control room and field kits

- Increasing curriculum offerings so that members can move beyond basic certifications and increase their technical skills
- Ensuring access regardless of socioeconomic status, such as membership scholarships and PADNET Bucks earned through volunteering that can be used to pay for classes or production services
- Offering dynamic opportunities to volunteer and learn while doing so, such as crewing on *Long Beach Lens*
- Improving our full service website based on member feedback to create an increasingly user friendly experience
- Offering open editing and studio labs where members can come and work directly with a staff member to build technical competence and confidence in operating the equipment
- Working with interns to provide support to members on their productions

5.4.1.1.5 Public Relations and Community Outreach

Public Access continues to be one of the most underutilized resources in any community that is lucky enough to have such a facility. With nearly half a million residents in Long Beach, hundreds of nonprofit organizations and even more businesses, there is much work to do in reaching as many as we can. Some of our strategies to increase outreach include:

- Increased tracking of our social media efforts so that we can be more strategic in our reach
- Reaching out to CSULB, LBCC and other colleges and universities to make presentations in classes, post flyers in high traffic areas and generally increase our visibility on campuses
- Identifying press opportunities and sending out press releases for coverage of events, important shows and other notable activities
- Identifying more speaking and presentation opportunities
- Building collaborations with local nonprofits and businesses and offering discounts to their members for PADNET memberships in exchange for visibility to their constituencies
- Continue to engage the community through the production of *Long Beach Lens*, an interview show featuring public officials, notable figures and community leaders, offering viewers a glimpse into the stories of these individuals and what motivates, challenges and inspires them

5.4.1.1.6 Familiarity With Federal, State, and Local Government Regulations of The Communications Industry, and With Related Statutes, Ordinances, Regulations and Case Law

LBCAP takes the regulatory environment under which public access operates very seriously, understanding that any violation of these laws puts this important community resource, as well as the City of Long Beach, in jeopardy and open to possible litigation. The PADNET Director, utilizing a variety of resources, is the primary liaison between the regulatory requirements and the day-to-day operation of the station. The current PADNET Director has over 17 years experience in public access television and has a strong network of colleagues in the industry who are available for consultation when needed. It's worth noting that due to her knowledge of the regulatory environment in California, she was invited to testify for a State Senate Committee in Sacramento in March, 2014, on the potential release of PEG funding restrictions. Also important is the Alliance for Community Media (ACM), of which PADNET is a member, which is a national body designed to advocate for public access stations on a state and national level and to provide advice and direction when needed. The ACM holds a national and regional conference each year, which includes updates on the regulatory landscape, and the PADNET Director attends these events.

5.4.1.1.7 Fundraising and Revenue Development

As required by the contract with the City of Long Beach, LBCAP must provide all operational support for the PADNET program. Fundraising and revenue development remain top priorities for the coming year and beyond. LBCAP is committed to investing \$192,000 of advocacy grant funding into PADNET's operations. The remaining operations costs (approximately \$143,00) will be covered by generated revenue and grant and foundation funding. Revenue has been successfully generated primarily from production services for members, class and membership fees and training and foundation grants. Previously awarded grant funding includes:

- A Pacific Gateway Workforce Investment Network Grant for \$35,000 to conduct a Digital Commercial Academy for young adults
- A Long Beach Community Foundation Grant for \$21,000 to create 12 Long Beach in Action shows
- A California Endowment Grant for \$18,000 (PADNET's portion of the grant to LBCAP) to produce content supporting several community initiatives

- A Long Beach Community Foundation Grant for \$5,000 to produce a profile video of the Foundation
- A Community Advocacy and Family Services Grant for \$7,000 to produce profile videos of funding recipients in Long Beach
- A Long Beach Public Library \$1,500 PSA Program Grant to create and implement a youth produced series of public service announcements for local businesses
- A \$2,500 PBS SoCal grant to create and implement a youth led “Champion Video” project

A pro forma three-year revenue projection is included in the Appendix (see Appendix K).

5.4.2 Financial Management And Resources

5.4.2.1 Narrative of Existing and Future Funding Sources

LBCAP dedicates Community Services Block Grant funding to the PADNET program operations budget (\$192,000 in 2016), which is the primary funding source for the program. Other currently secured funding includes a production grant for Beverly O’Neill’s studio show “The Heart of Giving” (\$12,366 in 2016). Since its launch in 2012, PADNET has been successful in generating revenue in the following areas:

- Production services for members (total of \$91,121 for 2012- 2015)
- Membership fees (total of \$29,958 for 2012-2015)
- Class fees (total of \$48,052 for 2012 – 2015)
- Grants and foundation support (\$415,000 since 2012)

Based on this past success, LBCAP will continue to seek grant and foundation support, as well as generate revenue through production services for members, class and membership fees and underwriting for Long Beach Lens and other PADNET produced shows.

5.4.2.2 Organization Audited Financial Statements for the Past Three Years

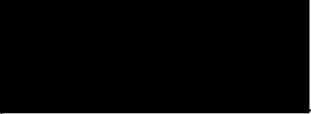

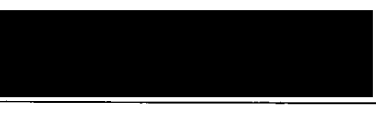
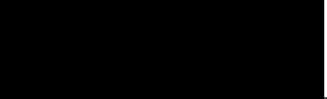
See Appendix M-1, M-2 and M-3

5.4.2.3 Organization Most Recent Year’s Operating Budget

See Appendix N

5.4.3 Organization

5.4.3.1 Corporation Officers and Board Members

Last, First	Position	Responsibilities
Mary Sramek 	Board Chairperson	Programmatic oversight, strategic planning, fundraising and fiduciary stewardship
Susanne Browne 601 Pacific Avenue Long Beach, CA 90802	First Vice Chair	Programmatic oversight, strategic planning, fundraising and fiduciary stewardship
Stacey Lewis 4801 Airport Plaza Drive Long Beach, CA 90815	Secretary	Programmatic oversight, strategic planning, fundraising and fiduciary stewardship
Emery Younes 333 S. Grand Ave, Ste 2000 Los Angeles, CA 90071	Treasurer	Programmatic oversight, strategic planning, fundraising and fiduciary stewardship
Helene Ansel 100 W Broadway, West Twr Ste 600 Long Beach CA 90802	Board Member	Programmatic oversight, strategic planning, fundraising and fiduciary stewardship
William C. Barnes 	BOARD CHAIR EMERITUS	Programmatic oversight, strategic planning, fundraising and fiduciary stewardship
Charles Brown 	Board Member	Programmatic oversight, strategic planning, fundraising and fiduciary stewardship
Susan Forman 	Board Member	Programmatic oversight, strategic planning, fundraising and fiduciary stewardship

Reggie Harrison 333 W Ocean Blvd 13th Fl Long Beach CA 90802	Board Member	Programmatic oversight, strategic planning, fundraising and fiduciary stewardship
David Hillman [REDACTED]	Board Member	Programmatic oversight, strategic planning, fundraising and fiduciary stewardship
Janet McCarthy 800 W Pacific Coast Hwy Long Beach CA 90806	Board Member	Programmatic oversight, strategic planning, fundraising and fiduciary stewardship
Rev. Gregory Sanders 6285 E Spring St Unit 223 Long Beach CA 90808	Board Member	Programmatic oversight, strategic planning, fundraising and fiduciary stewardship
Susana Sngiem 2201 E Anaheim St Ste 200 Long Beach CA 90804	Board Member	Programmatic oversight, strategic planning, fundraising and fiduciary stewardship

5.4.3.2. Verification of Nonprofit Status

See Appendix O

5.4.3.3 Information of Similar Facilities Operated

The agency describes its operation of the Public Access Television channel and Community Media Centers within the scope of the proposal submitted.

5.4.3.4 Organization Flow Chart

See Appendix P

5.4.3.5 Organization By-Laws and Articles Of Incorporation

See Appendices Q and R

5.4.3.6 Statement Of Organization's Philosophy and Mission

MISSION

We are passionately committed to providing dynamic pathways to self-sustainability for low income individuals and families through advocacy, education, and energy assistance. With our collaborative partners, community resources, and strength-based leadership, we coordinate and mobilize comprehensive training and technical assistance vital to building and sustaining an enriched community.

VISION

It is the vision of Long Beach Community Action Partnership to be the recognized leader creating the standard for service excellence in the fight against poverty. Long Beach Community Action Partnership collaborates with a cohesive alliance of partners and stakeholders offering innovative programs and services that promote self-sustainability and celebrate community diversity and cultural differences while preserving the dignity and integrity of each individual.

5.4.3.7 Any Other Pertinent Documents Regarding Organization or Employees Experience

See Appendix L for Key Staff Resumes

9.1 Primary Contractor Information

COMPANY OWNERSHIP

Long Beach Community Action Partnership is a California nonprofit corporation, incorporated in 1979.

COMPANY OFFICES

117 West Victoria St, Long Beach, CA 90805
3920 Paramount Blvd, Ste 220, Lakewood, CA 90712
8724 Millergrove Dr, Santa Fe Springs, CA 90670

OFFICES SERVING CALIFORNIA ACCOUNTS

117 West Victoria St, Long Beach, CA 90805
3920 Paramount Blvd, Ste 220, Lakewood, CA 90712
8724 Millergrove Dr, Santa Fe Springs, CA 90670

NUMBER OF EMPLOYEES

The agency has 74 employees. 32 full-time employees reside in Long Beach.

LOCATION(S) FROM WHICH EMPLOYEES WILL BE ASSIGNED

117 West Victoria St, Long Beach, CA 90805

COMPANY POINT OF CONTACT

Lisa Mastramico
117 West Victoria St, Long Beach CA 90805
(562) 216-4621

COMPANY BACKGROUND AND HISTORY

Long Beach Community Services Development Corporation was established as a 501(c)(3) nonprofit organization in 1979 to serve Long Beach and the South Bay area. In 1980, the Corporation was designated by the Long Beach City Council to be the Community Action Agency for the Long Beach service delivery area. The agency adopted the national branding of Community Action in 2003, and became known as the Long Beach Community Action Partnership (LBCAP).

The agency has operated numerous programs over its thirty-six-year history, primarily in the areas of education, training, energy conservation and community development. Previous programs operated by the agency included Head Start Programs in the early 1980's and a Charter School in the early 2000's. LBCAP has continued to expand or downsize service offerings based on community needs and strategic alliances.

In the last decade, LBCAP has focused on the core mission of community action by helping individuals and families achieve economic and social self-sufficiency through innovative programs and community partnerships. Current programs operated by the agency include utility payment assistance and home weatherization services for Eastern Los Angeles County; afterschool programs for elementary and middle school students at three school sites in the Long Beach Unified School District; arts-focused mentoring and leadership development for high school students and young adults; and operation of the Long Beach Public Access Television station, including three satellite Community Media Centers. The agency also funds local organizations providing community and family services to low-income residents of Long Beach and surrounding areas.

In recent years LBCAP has focused on building strategic partnerships with other non-profit agencies, business leaders, local government agencies, foundations and education institutions that include Long Beach Unified School District, Long Beach City College and California State University Long Beach. In each of these cases strong relationships have resulted in expanded funding opportunities, leveraged resources and increased exposure as a vital community partner.

Long Beach is fortunate to be a major city with hundreds of non-profit agencies of various sizes that serve the community. As a Community Action Agency our goal is to always be mindful of community needs and avoid the duplication of good services that are already provided. In those cases that we can enhance service delivery by providing

LBCAP resources we do so. This philosophy has been very instrumental in the development of community collaborations.

The Board and staff of LBCAP consider service excellence and innovative programs to be the cornerstone to sustainable agency success. To achieve these objectives, each client and each community partner relationship is approached with a holistic framework in mind. LBCAP realizes that services cannot be provided in silos internally by staff or externally by government and private agencies.

LBCAP strengths are its staff, Board of Directors, community partners and mission focus. Two key members of the LBCAP management team have served the agency for over a combined 35 years. LBCAP management team members have achieved regional recognition from LA County Supervisor Don Knabe for service excellence and the Executive Director has achieved national recognition as a speaker, youth workforce program developer and trainer. The LBCAP Board of Directors includes long time community advocates, local city government and fortune 500 representatives.

LENGTH OF TIME PROVIDING THE SERVICES AS DESCRIBED IN THE RFP

Long Beach Community Action Partnership has operated the Public Access Television station and Community Media Centers under contract with the City of Long Beach since January 1, 2012.

RESUMES OF KEY STAFF

Resumes for the following staff can be found in Appendix L:

Darick J. Simpson, Executive Director

Lisa Mastramico, PADNET Director

Jesus Gonzalez, Equipment and Channel Coordinator

Harmonie Tangonan, Production and Access Manager

Malain Houmoeung, Membership Services Assistant

9.2 Subcontractor information

9.2.1 Does the proposal include the use of subcontractors?

Yes _____

No XX

Initials DAS

EXHIBIT “B”

Materials/Information Furnished: None