

PUBLIC ACCESS MANAGEMENT AGREEMENT

32454

THIS AGREEMENT, made and entered, in duplicate, as of January 20, 2012, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on October 11, 2011, by and between the CITY OF LONG BEACH, a municipal corporation ("City") and LONG BEACH COMMUNITY ACTION PARTNERSHIP (LBCAP), a California non-profit corporation, with offices located at 3012 Long Beach Boulevard, Long Beach, California 90807 (hereinafter referred to as the "Contractor").

WHEREAS, the State of California has granted cable television Franchises currently held by AT&T, Charter Communications, and Verizon FiOS, which include requirements for the provision of public access programming; and

WHEREAS, the City of Long Beach has decided at its discretion to contract for management of public access with an independent contractor to serve as the City's Designated Public Access Provider within the meaning of the Franchises; and

WHEREAS, the City received a proposal from Long Beach Community Action Partnership, dated July 25, 2011, for management of the Public Access Channel, which was determined to be the most qualified proposer for the provision of public access management services; and

WHEREAS, the City Council authorized the City Manager to enter into an agreement with the Long Beach Community Action Partnership to operate Public Access television in Long Beach, and appropriate Five Hundred Twenty-Four Thousand Four Hundred Seventy-Two Dollars (\$524,472.00) from the City's PEG Fee fund for that purpose; and

WHEREAS, the City has executed a separate agreement with Long Beach Community Foundation ("Foundation"), wherein City committed Three Hundred Twenty-Five Thousand Dollars (\$325,000.00) of the Five Hundred Twenty-Four Thousand Four Hundred Seventy-Two Dollars (\$524,472.00) for the purposes of providing matching funds to Foundation so Foundation could secure grant funds for Public Access

1 Television; and

2 WHEREAS, all of said funds will be provided to Contractor by Foundation;

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

5 1.0 DEFINITIONS:

6 As used throughout, the following definitions shall apply:

7 A. "Additional income" shall mean any income received by the  
8 Contractor to be used for operational purposes, pursuant to Section 7.

9 B. "Agreement" or "Management Agreement" shall mean this  
10 Management Agreement.

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

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

17 E. "Auditor" shall mean the Auditor of the City or his/her official  
18 representative.

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

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

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

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

28 J. "Contractor" shall mean Long Beach Community Action

1 Partnership.

2 K. "Contractor's Proposal" shall mean the proposal submitted to  
3 the City by the contractor dated July 25, 2011, and attached as Exhibit "A".

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

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

8 N. "Designated Access Provider" shall have the same meaning  
9 as is provided in any Franchise granted by the State of California for the provision  
10 of video services in the City of Long Beach.

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

13 P. "Proposal" means any inquiry, proposal, request for proposal,  
14 response to any request for proposal, term sheet, letter of intent or other document  
15 submitted by either party for the purpose of soliciting or responding to any bid for  
16 services to be provided to the City by Contractor related to the services addressed  
17 by this Agreement.

18 Q. "Public Access Channel" shall mean a portion of the Cable  
19 Company's bandwidth allocated for the provision of public access programming  
20 according to state and federal law.

21 R. "Public Access Equipment" shall mean equipment purchased  
22 with funding from the City's PEG fee fund and Foundation monies used in public  
23 access programming and services.

24 S. "Public Access Programming" shall mean programming  
25 produced for cable casting on the public access channels as provided in any  
26 Franchise granted in the City.

27 T. "Public Access Services" shall mean all services reasonably  
28 necessary to provide for the production of Public Access Programming and related

activities including, but not limited to, the following:

- i. Outreach to and recruitment of community organizations and individuals;
- ii. Training and certification of individuals and community organizations in the production of Public Access Programming and/or other media education services;
- iii. Training and certification of individuals, groups, and the general community for education, schooling, and computerized editing of public access programming, and other uses of the Community Media Center facilities;
- iv. Preventive and corrective maintenance of facilities and equipment provided for use by community producers and CMC users;
- v. Check-out and check-in of equipment and reservation of facilities used by community producers and CMC users;
- vi. Scheduling of programs produced by community producers;
- vii. Promotion of the concept of the Community Media Center, Public Access Programming, and the other services offered at CMCs;
- viii. Methods by which the involvement of the community can be maximized;
- ix. Promotion of the programming on the various access channels;
- x. Coordination of effort with other organizations to expand Community Media Center(s)' reach into Long Beach neighborhoods as explained in Exhibit "A";
- xi. Development and implementation of an income or fundraising plan;

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

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

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

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

## 2.0 SCOPE OF WORK.

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

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

## 2.1 PROGRAMMING.

A. Contractor shall provide Public Access Equipment and channel time to certified Resident producers on a content-neutral, non-discriminatory basis, in accordance with the rules and regulations developed by Contractor. Contractor shall, in general, provide such equipment and channel time on a first-come, first-served basis for Residents. It is understood that such considerations as channel organization, attractive scheduling, providing a context for controversial programming, special needs, group oriented workshops, and

community outreach needs may result in exceptions to first-come, first-served rules, as determined by the Contractor.

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

i. Any material violating any state or federal law relating to obscenity;

ii. Any material that is libelous, slanderous, or otherwise defamatory, or constitutes an unlawful invasion of privacy;

iii. Any advertising or material which promotes any commercial product or service; provided; however, programming may include acknowledgements of sponsors or underwriters who have provided funds for the production in question or for other Public Access Programs or Public Access Services provided by the Contractor under this Agreement;

iv. Any use of material which violates statutory or common law copyrights; or

v. Any material contrary to local, state or federal laws, regulations, or procedures and policy.

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

## 2.2 PUBLIC ACCESS EQUIPMENT.

A. The City shall provide capital funding support to the Contractor by means of the City's Public, Educational, and Government Access ("PEG") Fee, as established by ordinance. The level of this funding support shall

1 be determined by City Council. The Contractor shall use these funds in  
2 accordance with federal, state, and local law. The Contractor shall maintain the  
3 Public Access Equipment, per Section 2.2(C) below, provided that the Contractor  
4 shall have no obligation to incur any un-reimbursed capital cost or expense in  
5 connection with maintaining the Public Access Equipment. All Public Access  
6 Equipment shall be owned by the City, held in trust by the Contractor for Public  
7 Access Services, and, except as provided below, shall be delivered to the City  
8 upon termination or expiration of this Agreement.

9 B. Contractor may notify the City when Public Access Equipment  
10 exceeds its useful life expectancy or becomes obsolete, and may request that  
11 particular Public Access Equipment be surplused. The City shall not unreasonably  
12 deny the request.

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

19 D. The Contractor shall, as part of the written rules required by  
20 Section 2.5 of this Agreement, limit use of Public Access Equipment to those users  
21 who have received appropriate training and certification by the Contractor in the  
22 care and use of such equipment. Contractor shall also, as part of said written  
23 rules, establish and follow a check-in and check-out procedure for the use of  
24 Public Access Equipment.

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

insurance.

2.3 COMMUNITY MEDIA CENTER OPERATIONS.

A. The Contractor shall manage and operate a Community Media Center, as defined in Section 1.0 of this agreement, at a location within City of Long Beach boundaries. Contractor will utilize goals and information listed in its proposal (Attachment A) to create a development plan, including more specific timelines when they become available, for the center. The plan will include, but not be limited to, hours of operation, number of staff, programs to be offered, equipment type and number, software applications to run on equipment, outreach strategy to make potential users aware of the facility, uses of Public Access Equipment for Public Access Services and other productions, development and status of neighborhood, or satellite, media centers, and funding sources.

2.4 TRANSMISSION FROM COMMUNITY MEDIA CENTER FACILITIES.

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

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

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

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2.5 COMMUNITY MEDIA CENTER RULES AND REGULATIONS.

Contractor shall create a set of rules and regulations for usage of the Community Media Center, and is entitled to modify such rules and regulations as necessary.

2.6 GRIEVANCE PROCEDURE.

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

3.0 TERM OF AGREEMENT.

A. This Agreement shall be in effect commencing on January 9, 2012, and shall extend for a period of two years until January 9, 2014 with the option to extend for two additional one year periods at the discretion of the City.

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

4.0 TERMINATION FOR CONVENIENCE-CITY.

The City may terminate this Agreement for convenience at any time by providing ninety (90) days written Notice of Termination to Contractor.

4.1 TERMINATION FOR CONVENIENCE-CONTRACTOR.

The Contractor may, at any time, terminate this Agreement for convenience by giving at least forty-five (45) calendar days notice in writing to the City, provided that the Contractor is not then in arrears on any obligation incurred in the performance of this Agreement.

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1                   4.2    PROCEDURE UPON TERMINATION OR EXPIRATION.

2                   After receipt of a Notice of Termination or upon the expiration of this  
3 Agreement and except as otherwise directed by the City, the Contractor shall:

4                   A.     Stop work under the Agreement on the date and to the extent  
5 specified in the Notice of Termination or the date of expiration of this Agreement;

6                   B.     The Contractor will deliver in the manner, at the times, and to  
7 the extent directed by the City any Public Access Equipment in accordance with  
8 Section 2.2 of this Agreement.

9                   C.     Complete performance of all work due up to the date of  
10 contract termination or expiration; and

11                  D.     Take such action as may be reasonably necessary or as the  
12 City may reasonably direct, for the protection and preservation of (1) the property  
13 related to the Agreement which is in the possession of the Contractor and in which  
14 the City has or may acquire an interest, and (2) the property of the City, both real  
15 and personal, which the contractor possesses, uses, or occupies under the terms  
16 of this Agreement or any related agreement.

17                   4.3    EFFECT OF SUSPENSION OR TERMINATION.

18                   Notwithstanding any exercise by the City of its right of suspension or  
19 termination, the Contractor shall not be relieved of liability to the City for damages  
20 sustained by the City by virtue of any breach of the Agreement by Contractor.

21                   5.0    STATUS OF CONTRACTOR.

22                   It is understood and agreed that the status of the Contractor shall be that of  
23 an independent contractor and of a corporation retained on a contractual basis to perform  
24 Public Access Services for the City, and it is not intended, nor shall it be construed, that  
25 the Contractor or any officers or employees of the Contractor are employees or officers of  
26 the City.

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1                   6.0    FEES AND PAYMENTS.

2                   Any fees permitted to be charged, and all payments to the Contractor for  
3 the management of Public Access Programming, production services, and Public Access  
4 Services shall be identified in the Annual Report.

5                   7.0    ADDITIONAL INCOME.

6                   A.     The parties mutually understand that, with the exception of the  
7 funding as provided by the City's Peg Fee Grant, all costs and expenses for the  
8 provisions of services under this Agreement shall be borne by the Contractor

9                   B.     Records of the receipt and disposition of PEG Fee funds must  
10 be maintained by the Contractor and reported to the City in the format prescribed  
11 by the City, and shall be subject to audit by the City.

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

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

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

22                  8.0    FORCE MAJEURE.

23                  If any party to this Agreement is rendered unable, wholly or in part, by an  
24 event of force majeure or any other cause not reasonably within its control, to perform or  
25 comply with any obligation or condition of this Agreement, such party shall, upon giving  
26 notice and reasonably full particulars to the other parties, be relieved of such obligation or  
27 condition during the continuance of such inability. The term "force majeure" shall include  
28 acts of God and the public enemy, the elements, fire, accidents, breakdowns, strikes and

1 any other industrial, civil or public disturbance, inability to obtain materials, supplies,  
2 permits or labor, and any laws, orders, rules, regulations, acts or restraints of any  
3 government or governmental body or authority, civil or military.

4 9.0 CONFLICT OF INTEREST.

5 The parties agree that no employee of the City shall have any personal or  
6 beneficial interest whatsoever in the services or property described herein and the  
7 Contractor further agrees not to hire or contract for the services of any employee or  
8 officer of the City which would be in violation of the Long Beach Municipal Code.

9 10.0 INDEMNITY.

10 The Contractor hereby agrees to indemnify, defend, and hold harmless the  
11 City, its respective directors, officers, agents and employees, from any and all claims,  
12 demands, suits, causes of action, liability, judgment for damages, reasonable legal fees  
13 and disbursements, or expenses of any kind or nature whatsoever (including Workers'  
14 Compensation claims), not occurring by reason of the City's negligence, in any way  
15 resulting from or arising, directly or indirectly, out of the activities performed by or on  
16 behalf of the Contractor.

17 11.0 INSURANCE.

18 A. As a condition precedent to the effectiveness of this  
19 Agreement, Contractor shall procure and maintain, at Contractor's expense for the  
20 duration of this Agreement, from insurance companies that are admitted to write  
21 insurance in California and have ratings of or equivalent to A:V by A.M. Best  
22 Company or from authorized non-admitted insurance companies subject to Section  
23 1763 of the California Insurance Code and that have ratings of or equivalent to  
24 A:VIII by A.M. Best Company, the following insurance:

25 (a) Commercial general liability insurance (equivalent in scope to  
26 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than  
27 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This  
28 coverage shall include but not be limited to broad form contractual liability, cross

1 liability, independent contractors liability, and products and completed operations  
2 liability. City, its boards and commissions, and their officials, employees and  
3 agents shall be named as additional insureds by endorsement (on City's  
4 endorsement form or on an endorsement equivalent in scope to ISO form CG 20  
5 10 11 85 or CG 20 26 11 85), and this insurance shall contain no special limitations  
6 on the scope of protection given to City, its boards and commissions, and their  
7 officials, employees and agents. This policy shall be endorsed to state that the  
8 insurer waives its right of subrogation against City, its boards and commissions,  
9 and their officials, employees and agents.

10 (b) Workers' Compensation insurance as required by the California  
11 Labor Code and employer's liability insurance in an amount not less than  
12 \$1,000,000. This policy shall be endorsed to state that the insurer waives its right  
13 of subrogation against City, its boards and commissions, and their officials,  
14 employees and agents.

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

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

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

25 C. Each insurance policy shall be endorsed to state that  
26 coverage shall not be reduced, non-renewed or canceled except after thirty (30)  
27 days prior written notice to City, shall be primary and not contributing to any other  
28 insurance or self-insurance maintained by City, and shall be endorsed to state that

1 coverage maintained by City shall be excess to and shall not contribute to  
2 insurance or self-insurance maintained by Contractor. Contractor shall notify City  
3 in writing within five (5) days after any insurance has been voided by the insurer or  
4 cancelled by the insured.

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

11 E. Contractor shall require that all subcontractors used in the  
12 performance of these services maintain insurance in compliance with this Section  
13 unless otherwise agreed in writing by City's Risk Manager or designee.

14 F. Prior to the start of performance, Contractor shall deliver to  
15 City certificates of insurance and the endorsements for approval as to sufficiency  
16 and form. In addition, Contractor shall, within thirty (30) days prior to expiration of  
17 the insurance, furnish to City certificates of insurance and endorsements  
18 evidencing renewal of the insurance. City reserves the right to require complete  
19 certified copies of all policies of Contractor and subcontractors, at any time.  
20 Contractor shall make available to City's Risk Manager or designee all books,  
21 records and other information relating to this insurance, during normal business  
22 hours.

23 G. Any modification or waiver of these insurance requirements  
24 shall only be made with the approval of City's Risk Manager or designee. Not  
25 more frequently than once a year, City's Risk Manager or designee may require  
26 that Contractor and Contractor's subcontractors change the amount, scope or  
27 types of coverages required in this Section if, in his or her sole opinion, the  
28 amount, scope or types of coverages are not adequate.

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

5 12.0 CLAIMS.

6 In the event that any claim, demand, suit, or other action is made or brought  
7 by any person, firm, corporation, or other entity against the Contractor relating to this  
8 Agreement, the Contractor shall give written notice thereof to the City of such claim,  
9 demand, suit, or action. Such notice shall state the date and hour of notification of any  
10 such claim, demand, suit, or other action; the names and addresses of the person, firm,  
11 corporation, or other entity making such claim or that instituted or threatened to institute  
12 any type of action or proceeding, the basis of such claim, action, or proceeding, and the  
13 name of any person against whom such claim is being made or threatened. Such written  
14 notice shall be delivered either personally or by certified mail to the address of the City  
15 specified in the Notice provision of this Agreement.

16 13.0 LAWS, STATUTES AND OTHER GOVERNMENTAL  
17 REQUIREMENTS.

18 The Contractor shall comply with all laws, regulations, procedures and  
19 policies of the Federal, State and local governments.

20 14.0 LEGAL AUTHORITY.

21 A. The Contractor represents and warrants that it has the legal  
22 authority, pursuant to any proper, appropriate and official motion, resolution or  
23 action passed or taken, to enter into this Agreement, and that the person or  
24 persons signing and executing this Agreement on behalf of the Contractor have  
25 been fully authorized by the Contractor to execute this Agreement on behalf of the  
26 Contractor and to validly and legally bind the Contractor to all the terms,  
27 performances and provisions herein set forth.

28 B. The City shall have the right, at its option, to either temporarily

1 suspend or permanently terminate this Agreement, if there is a dispute as to the  
2 legal authority of either the Contractor or the person signing the Agreement to  
3 enter into this Agreement.

4 15.0 TAXES, LIENS, AND LICENSES.

5 The Contractor shall pay promptly all taxes, excise and license fees of  
6 whatever nature, applicable to this Agreement except those arising from or related to the  
7 purchase and maintenance of the Public Access Equipment, and take out and keep  
8 current all licenses (municipal, state or federal) required for the conduct of the business,  
9 and further shall not permit any of said taxes, excise or license fees to become  
10 delinquent. The Contractor also shall not permit any mechanic's or materialman's lien or  
11 any other lien to be imposed upon the property of the City or any part or parcel thereof by  
12 reason of any work or labor performed or materials furnished by any person, co-  
13 partnership, association of persons, company, or corporation, to or for the Contractor, or  
14 by other authority. The Contractor shall furnish the City, upon request, duplicate receipts  
15 or other satisfactory evidence showing the prompt payment of the Social Security,  
16 Unemployment Compensation and all taxes and fees above referred to and showing that  
17 all required licenses are in good standing. The Contractor shall pay promptly when due,  
18 all bills, debts and obligations incurred in connection with its management of Public  
19 Access Programming, and Public Access Services, and Community Media Center  
20 services except those arising from or related to the Public Access Equipment to be borne  
21 by the City pursuant to the terms of this Agreement, and shall not permit same to become  
22 delinquent and shall suffer no lien, mortgage, judgment, execution or adjudication in  
23 bankruptcy which will in any way impair the rights of the City.

24 16.0 PLANS, REPORTS AND INFORMATION.

25 At such times and in such form as the City may reasonably require, the  
26 Contractor shall furnish such statements, records, reports, data and information, as the  
27 City may reasonably request and deem pertinent to matters covered by this Agreement.  
28 City shall have representation on the Contractor's advisory board in an ex-officio



1 capacity.

2 16.1 ANNUAL WORK PLAN.

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

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

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

- 16 ■ Training classes to be offered and the frequency of such classes;
- 17 ■ Planned outreach and promotional activities;
- 18 ■ Measurable goals and objectives;
- 19 ■ An income or fundraising development and implementation plan; and
- 20 ■ Other activities planned by the Contractor.

21 16.2 BOARD OF DIRECTORS CHANGES.

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

27 16.3 ANNUAL YEAR-END REPORT.

28 Contractor shall submit to the City within forty-five (45) days of the end of

1 the previous year an Annual Year-End Report listing information related to training  
2 classes, program production hours, planned outreach goals, financial information, and  
3 other measures from the approved Annual Work Plan.

4 17.0 AMENDMENT.

5 This Agreement, including all Attachments, shall not be amended, nor any  
6 provision or breach waived, except in writing signed by the parties which expressly refers  
7 to this Agreement.

8 18.0 LAW.

9 This Agreement shall be governed by and construed pursuant to the laws of  
10 the State of California (except those provisions of California law pertaining to conflicts of  
11 laws). Contractor shall comply with all laws, ordinances, rules and regulations of and  
12 obtain all permits, licenses and certificates required by all federal, state and local  
13 governmental authorities.

14 19.0 ENTIRE AGREEMENT.

15 This Agreement, including all Exhibits, constitutes the entire understanding  
16 between the parties and supersedes all other agreements, oral or written, with respect to  
17 the subject matter in this Agreement.

18 20.0 NONDISCRIMINATION.

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

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

9           21.0 NOTICES.

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

17           22.0 ADVERTISING.

18           Contractor shall not use the name of City, its officials or employees in any  
19 advertising or solicitation for business or as a reference, without the prior approval of the  
20 City Manager or designee.

21           23.0 AUDIT.

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

26           24.0 THIRD PARTY BENEFICIARY.

27           This Agreement is not intended or designed to or entered for the purpose of  
28 creating any benefit or right for any person or entity of any kind that is not a party to this

1 Agreement.

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

4 LONG BEACH COMMUNITY ACTION  
5 PARTNERSHIP (LBCAP) a California  
6 non-profit corporation

7 DECEMBER 21, 2011

By



Executive Director

DARICK J. SIMPSON

Type or Print Name

8  
9  
10 \_\_\_\_\_, 2011

By

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Type or Print Name

11 "Contractor"

12 CITY OF LONG BEACH, a municipal  
13 corporation

14  
15 1.20, ~~2011~~  
16 2012

By

City Manager

 **Assistant City Manager**

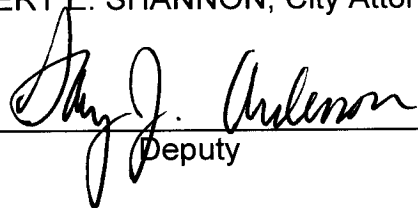
EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

"City"

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19 This Agreement is approved as to form on December 28, 2011.

20  
21 ROBERT E. SHANNON, City Attorney

22  
23 By



Deputy

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# EXHIBIT "A"

## Applicable Provisions of Contractor's Proposal



## **Public Access Digital Network (PADNET) Proposal**

for

City of Long Beach

Date submitted: **July 25, 2011**

Organization Name: **Long Beach Community Action Partnership (LBCAP)**

Contact Person: **Darick Simpson, Executive Director**

Address: **3012 Long Beach Blvd  
Long Beach, CA 90807**

Office phone: **(562) 438-0681** Fax: **(562) 591-4612**

Federal ID Tax No.: **[REDACTED]**

# **LBCAP – Public Access Digital Network (PADNET) Proposal**

## **Table of Contents**

Overview . . . . .	. 1
Management and Organization . . . . .	. 3
Public Access Operations . . . . .	. 3
Demonstrated Financial Resources Plan . . . . .	. 3
Management Structure . . . . .	. 4
Product and Service Plan . . . . .	. 7
Producer Privileges . . . . .	. 9
Termination of Producer Privileges . . . . .	. 9
Marketing Plan . . . . .	. 10
Operations Plan . . . . .	. 11
LBCAP Board/Executive Director Obligations . . . . .	. 11
Retention and Development of Producers and Volunteers . . . . .	. 11
Community Partnerships . . . . .	. 12
Knight Foundation Partnership . . . . .	. 13
Producer Training, Programming and Public Outreach . . . . .	. 13
Annual Reporting . . . . .	. 14
Conclusion . . . . .	. 15
Budget. . . . .	. 16
Budget Narrative . . . . .	. 19
Appendix	
LBCAP IRS Tax Determination Letter	
LBCAP Board of Directors	
LBCAP Operating Budget	

## Overview

The Public Access Digital Network (PADNET) is 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 will also leverage other digital media such as the Internet and mobile devices to maximize contact with potential consumers. This element of service is important in our society, when devices such as mobile phones and PDAs are fast becoming primary sources of portable information and communications.

This PADNET concept is a new paradigm for public access television in Long Beach. An older public access model existed for decades based on a single studio operated by the local cable service provider. Equipment was marginal, only available at the studio, and post production facilities lagged behind industry standards. As a result, the final product was not the best representation of the most talented producers. Changes in technology, decentralization of resources, training, and broader access to high quality equipment through PADNET will have a significant positive impact in the quality and quantity of public access programming in Long Beach.

To launch PADNET, a production HUB will be established to provide the central storage and distribution services required by a network of digitally-connected neighborhood media centers. Long Beach Community Action Partnership (LBCAP) will host this HUB with management by staff hired with specific expertise in this area. To make access to studios, equipment and support more convenient for producers, neighborhood media centers will be established with strategic locations throughout the City. To launch the program, we will focus on our existing partner organization locations to initially open four to five neighborhood media centers and gradually increase to nine by the end of the second year.

As an established 501(c)(3) nonprofit agency, LBCAP will act as the lead fiscal sponsor and operations manager of PADNET. An advisory team of key community partners – to include content producers, nonprofit organizations, educational institutions, corporate partners, and city government – will be established to ensure all technical, operational, and community priorities are addressed. Community members-at-large will be invited, encouraged, and empowered to be content producers, with training and guidance provided as needed and desired.

PADNET will rely on partnerships with groups such as the Long Beach Community Television & Media Corporation, YMCA Youth Institute, local educational institutions - Cal State University Long Beach, Long Beach City College, DeVry University - and other nonprofit organizations to design and deliver training programs for content producers. Engaging partners already experienced in training youth and adults with digital media arts content will allow a quick launch and enable producers to create quality content. Prospective trainers will include media specialists and volunteers who will guide interested participants through the process of generating a professional product.



With an initiative like PADNET, Long Beach can greatly increase the distribution of daily news, information and entertainment that is of unique interest to the community. In this diverse city, public access programming can include multilingual videos in Khmer and Spanish and can feature a wide variety of pre-recorded and live events. With video cameras more accessible now than in the past, citizen journalists are prevalent and eager to share their stories, report on news, highlight services offered, and share entertaining events. Increasing the access to a cohesive and consistent video media presence will enhance what social media is beginning to provide and will allow greater exposure to local stories now being told only through print media or not being told at all.

Sources for funding will be developed as time goes by, but initially, operational dollars are being provided through the Long Beach Community Foundation from a Knight Foundation *Community Information Challenge* grant. This national program is very competitive with applications from innovative projects all over the country, so receiving an award for Long Beach is significant. Knight has awarded \$325,000 over two years to launch this project. Knight additionally provides a professional evaluation team and pro-bono consultants with expertise in community information projects, technologies, and tactics to support this program.

With this proposal, LBCAP seeks the support of the City of Long Beach PEG (Public, Education, Government) funds for the capital expenditures involved in this project. With two years of funding support, PADNET can be launched, build momentum, and simultaneously seek ongoing and future funding support to sustain the network from foundations, private donors and corporate sponsors. A professional fund development expert will be engaged to lead the PADNET sustainability effort.

## **Management and Organization**

As an established 501(c)(3) nonprofit organization, LBCAP will act as the lead fiscal sponsor and operations manager of PADNET. Executive Director Darick Simpson not only has a strong nonprofit management background, but he also has experience in television news/production and entertainment. The PADNET project will complement an existing digital media arts initiative launched four years ago at LBCAP. It focuses on training low-income teens in music production/engineering, video production, photography, and graphic arts. This program has engaged some of the best industry experts in Southern California. This team works each week with small learning groups of low-income teens to create projects that promote the LBCAP mission while turning talents into strengths that can lead to careers.

### **Public Access Operations**

As an organization, LBCAP's management expertise with public access operations is primarily that of the Executive Director. Darick J. Simpson served on the Long Beach Cable Commission and as an active public access producer. In doing so, he was able to observe issues and concerns that impacted daily studio operations from an objective perspective. With the additional expertise provided through community partners, the Advisory Board, and the Knight Foundation resources, LBCAP is confident the public access operation will be run with the highest level of management understanding the technical, personnel and customer concerns.

To ensure effective management of PADNET, consultants will be used for specific operational needs and two key people will be added to the existing LBCAP management team. These new staff will include a Program Manager and Operations Manager. Both will have expertise in public access television and the management of the technology required for the operations of the HUB and network of neighborhood media centers. LBCAP's Human Resources Director will launch a regional search to identify the best possible candidates for these two positions. Emphasis will be placed on experience in the area of public access operations, government compliance, community outreach, technical proficiency, production excellence, innovative digital media platforms and fund development.

### **Demonstrated Financial Resource Plan**

The initial operations support and funds required for PADNET will be provided by LBCAP and sources such as the Knight Foundation *Community Information Challenge* grant. LBCAP has designated office space for the two managers required to operate PADNET, along with facility space for a technology cabinet in the server room, computer lab access for training purposes, conference room access on a scheduled basis, fiscal oversight by the LBCAP Chief Financial Officer and front desk customer service. The Knight Foundation Award of \$325,000 over two years will be the primary funds used to support the LBCAP contributions and staff hires that launch this project.

Within the first two years of operation, a fund development consultant will be engaged to develop a sustainable plan that leverages initial investments and markets the potential to future investors. The local business community, Community Reinvestment Act (CRA) dollars from banks within the community, foundations that support adult and youth training, digital media vendors and individual contributors will be among the primary targets for fund development.

PADNET feels that engaging the community as content providers and increasing the technical quality of programming produced will be appealing to potential funders that realize mutually beneficial goals can be met.

PADNET will also leverage the collective talents of staff, producers, community resources and vendors to provide fee-based advanced training seminars and workshops that appeal to producers and community residents. Such seminars can raise interest in PADNET and contribute to the perceived value of the expertise and resources provided to the community.

To manage existing and future funds, LBCAP has developed a solid financial operations team with a proven track record of responsible fiscal management under Simpson's leadership. During his five-year tenure as Executive Director, LBCAP has grown from a \$1.2 million operating budget with 24 staff to a \$12 million budget with 85 staff. Robert Osborne, CPA, is the CFO that heads the finance department, and he has extensive experience managing multi-million dollar budgets. Fiscal integrity is paramount at LBCAP, and the agency consistently undergoes state program audits along with annual financial statement audits. Though LBCAP has experienced exponential growth in recent years, the agency has remained focused on core operating principles and has re-established itself as a leading nonprofit agency in the Long Beach community serving low-income families.

Program sustainability is imperative and to that end LBCAP is working with grant writers and local banks to create a fund development campaign that addresses the holistic needs of the agency. Public access is envisioned to be a major training opportunity for LBCAP clients and residents throughout the city of Long Beach. Creating a conduit for learning about careers in digital media, hands-on equipment use, digital platforms to showcase innovative content and creation of an incubator environment for innovative collaborations in digital media will create strong case statements for potential funders. In addition, the development of quality content will be appealing to potential corporate sponsors that will be an important element in developing the necessary funding required for success.

Developments in the legislative arena may also lead to potential sources of funding with the introduction of the *Community Access Preservation Act* (HR 1746) in May 2011. This legislation would broaden the scope of the PEG funds by removing the distinction between 'capital' and 'operating' uses allowing for general support of the full public access operation from management to training to capital expenses.

### **Management Structure**

Some anticipated general job responsibilities for key positions related to the management of PADNET are:

#### **Program Manager**

- Provide administrative oversight for the primary community access distribution HUB
- Monitor all compliance requirements and provide all necessary reporting to LBCF, collaborative partners and other sponsors, funders, etc.
- Serve as primary interface between LBCF, collaborative partners, funding agencies
- Manage the overall program strategy and schedule
- Oversee public relations / marketing strategy

Operations Manager (likely .5 FTE to start)

- Oversee day-to-day operations at the primary community access distribution HUB
- Distribute playback program
- Maintain primary HUB equipment and network
- Serve as primary interface between primary HUB, equipment, network providers and broadcast entities (e.g. equipment vendors, Charter Cable and Verizon)

Consultant basis - Facility/Network Engineering

- Responsible for designing technical platform and oversight for the installation of all equipment/network elements
- Calibrate/configure equipment/network elements
- Assist in the development of a program maintenance and troubleshooting manual

Consultant basis - Technical/Training Specialists

- Provide training and assistance on equipment use, production strategy, content distribution, etc. to volunteers, interns, content providers, etc.
- Conduct training and provide assistance at local satellite media centers

The LBCAP management team for PADNET will consist of the following:

<b>Name</b>	<b>Title</b>	<b>Expertise</b>
Darick J. Simpson	Executive Director	Television Production, Telecommunications, Business Development, Executive Management
Robert Osborne	CFO	CPA, experience in nonprofit financials and managing multimillion dollar budgets
April Pongtratic	Executive Assistant	Experience in social media strategies, major market radio station music programming and project management.
TBA	Program Manager	Administrative oversight for public access distribution, government contract compliance, building community partnerships, program scheduling, strategic planning, creation of operational and oversight procedures.
TBA	Operations Manager (likely .5 FTE to start)	Oversight of public access daily operations, On-air playback, Technical ability to support and maintain HUB/network equipment, technical liaison between HUB, network providers and broadcast partners (equipment vendors, Verizon, Charter Cable).
	<b>CONSULTANTS</b>	
TBA	Facility/Network Engineer	Design/oversight of network equipment installation, calibrate and configure network equipment, co-author network program maintenance and support procedures
TBA	Technical/Training Specialist	Provide training: network equipment use, production, content producer, volunteer, new applications
TBA	Project Support	Pro-bono experts on community information projects, technologies, tactics provided by Knight Foundation

In addition to an experienced management team PADNET will rely on the guidance of an Advisory Board (15-18 members) reflective of public access and digital media arts stakeholders in the Long Beach community. The Advisory Board will provide guidance and counsel on programming, channel administration, training needs, equal access for broadcast and governance. Specific advisory board members will include representatives from groups noted below.

#### PROPOSED ADVISORY BOARD MEMBERS

<b>Organization</b>	<b># of Reps</b>	<b>Areas of Insight/Expertise</b>
Content Producers	2	Production protocol, production standards for acceptable broadcast content, producers appeal process, programming schedule, studio and equipment logistics/scheduling
Local educational institutions like: LB City College, LBUUSD, DeVry University, CSULB	3	Training opportunities, technical expertise, best practices, opportunities to leverage funding and resources to enhance network.
Nonprofit agencies with Digital Media Focus	1	Best practices, training needs, innovative community services, trends, resources.
City of Long Beach Technology Staff	1	Oversight information, technology expertise, government insight, compliance guidance.
Public Access Television Carriers (Charter, Verizon)	2	Technology trends, innovative opportunities to enhance network.
LB Community Foundation	1	Compliance oversight, opportunities for future funding.
Satellite Media Center Representative	1	Provide insight on success, challenges and opportunities of each satellite production media center providing content to the HUB.
Arts Community	1	Perspective on programming, promotions and training opportunities.
Digital Media Business Community	1	Digital media trends, technology development and applications, potential growth strategies.
HUB Manager	1	As fiscal sponsor and operations manager provide financial updates, operational reports, community concerns/feedback, contract compliance updates, overall program insight.
At-Large Community Representative	1	Consumer perspective on content produced and suggestions for quality improvement.
Youth Representatives	2	Older youth 18 – 24 years old; youth perspective on policy, programming and strategies to be implemented.

The Advisory Board will be appointed by the PADNET convening partner organizations. The terms of service will initially be two years with the option to renew for an additional term. In general each respective stakeholder organization will be responsible for appointing the individual that will represent their interest on the Advisory Board. The Board will meet monthly in the first year of operation, and pursuant to a review of challenges and success in this first year, determine the meeting schedule going forward.

## **Product and Service Plan**

PADNET is created with the intent to develop a dynamic digital media training, production and delivery system to air locally produced news and information content to inform, educate, entertain, engage and empower residents of greater Long Beach. On a daily basis the greater Long Beach community hosts myriad events, people, places, activities and items of interest that occur with very little, if any, notice. If PADNET can provide the resources to create an innovative digital media conduit through which content of interest and importance can flow, it will be seen as a valued asset in the community.

In today's world of budding citizen journalists of all ages using mobile phones and the common digital camera to create video and record what they see as important and posting it on YouTube, the desire to share information is clearly evident. More interactive opportunities to report and share information are in demand, and video engagement is continually increasing. In October 2010 alone, 5.4 billion videos were viewed, with 2 billion of those on Facebook ([www.comscore.com/companyinfo](http://www.comscore.com/companyinfo)). Social media has changed the landscape for news sharing, and the opportunity is great to channel this for programming on public access television.

Recently KABC-TV Los Angeles held an "ABC7 Listens" town hall meeting in Long Beach to hear from the community what stories needed to be shared. Over 100 people queued up over a three hour period and shared about everything from the issues around homelessness and affordable housing to the unique programs offered by theater groups to future events. This is the potential content for public access PADNET intends to tap into. With the structure of neighborhood media centers offering training and guidance, local people can learn how to effectively use the appropriate technology to share their stories.

A willingness from consumers to engage is also evident in the increasing use of smartphones and tablet computers. In 2010, smartphone sales surpassed that of desktops and laptops, and iPhone and iPad applications were downloaded more than 7 billion times. In 2011, mobile users will interact with content, companies and the Web more on their phones and iPads than on computers. (Posted February 5, 2011 by Marina Arnaout). These national trends have significant local implications, and PADNET intends to channel this engagement into creating public access programming that speaks to what people care about.

With a diverse influence of industry experts and community resources, PADNET will provide the opportunity for anyone to create and produce a show. The neighborhood media centers will act as an incubator of talent and the catalyst of creative genius forming the foundation of programs and information to be disseminated to viewers. Primary dissemination will be via public access channels, but programs will also be available on demand through the Internet. A varied slate of pre-recorded and live programming will air continuously, with cycled repetition, on the public access channels. In-studio programming along with on-location reporting will be included in the slate.

Neighborhood media centers will have available for use easily-mastered, high-quality production equipment for interested producers to create their videos and edit for broadcast. Participants will also be able to use their own consumer-level equipment for true grassroots productions. Training

programs will be accessible to anyone and will include topics from technical aspects of using the equipment to writing story lines to post-production editing and so on.

Establishing partnerships with local nonprofit organizations already offering training in digital media arts and video production is key to PADNET. As the fiscal sponsor and operations manager, LBCAP will build on its teen Digital Media Arts program and also make the necessary adjustments to address adult learning needs. The LBCAP facility offers excellent classroom space and already has experts in place working with the teen program.

Another key partner is the YMCA Youth Institute which provides after-school and summer training for middle school and high school youth to learn video production from creating story boards to inserting graphics and producing all the sound effects. With an established effective curriculum, only minor changes might be required to adapt for adult learning. Additional partners already involved in PADNET and strategically located throughout the City include CSU Long Beach College of Continuing and Professional Education, Long Beach City College, Long Beach Unified School District, City of Long Beach Technical Services, Long Beach Nonprofit Partnership, The Creativity Network, Arts Council for Long Beach, Boys and Girls Clubs of Long Beach, and Long Beach Community Television and Media Corporation. A strong network of community partners is critical to the success of PADNET.

As training is delivered, care and attention will be given to feedback from community participants and partners utilizing PADNET neighborhood media centers for training and production. Pre- and post-evaluations are often effective in measuring the success of training. Content producers will also be encouraged to solicit community feedback about the programming so continuous quality improvement steps can be taken. Ultimately, increased viewership, a growing list of corporate sponsors for fiscal sustainability, community satisfaction and industry recognition for innovative digital media leadership will be the measure of PADNET success.

PADNET will rely on telecommunications partners to provide a state-of-the-art technology delivery system that will include cable television, fiber optics and Internet-based platforms. The traditional central studio-based media center concept will be replaced. Instead, a central HUB facility with up to nine satellite media centers strategically located throughout the city will be created in phases. With quality equipment and training in place and an effective delivery network PADNET will work to engage local residents and the business community in creating a valued new resource. Trainings will focus on effective use of the network in addition to demonstrating effective marketing tools for small business, coverage of community events and strategic dissemination of important information.

PADNET will require all producers to sign waivers releasing their content for use by the network for promotional purposes only. This ability to highlight best practices will serve as an effective marketing tool for new supporters.

Content producers will also be required to attend initial orientations focusing on an understanding of the network goals, use of equipment, importance of sustainability, trainings available, role of the Advisory Board and procedures for approval of all content aired.

### **Producer Privileges**

PADNET values the balance between protecting the viewing audience from offensive programming and the provision of freedom of speech via programming to community residents who desire to learn and/or produce digital media content. Oversight of content aired via PADNET resources will be the responsibility of the Advisory Board and management team. Ultimately the intent is to ensure all residents have an equal and fair opportunity to produce programs and air them to the greatest possible viewing audience.

The Advisory Board does not censor or pre-screen programming submitted for airing, but it will ensure adherence to essential broadcasting content standards. Content must be outlined in a *Program Concept Form* describing the theme and content sufficiently to properly categorize the programming. The PADNET Advisory Board may require disclaimers be added for programs that could be deemed offensive to children or other sectors of the community.

Producers of programming containing material that may be found objectionable by members of the community, such as strong language, nudity, actual or simulated sexual contact, graphic violence, depictions of medical procedures, etc. must clearly indicate the existence of such content on their *Program Concept Form*.

### **Termination of Producer Privileges**

Any person residing in the Long Beach cable provider's service area is eligible to become a PADNET producer. If the management staff determines that a produced program violates any of the producer guidelines, staff may immediately cease broadcasting the program via PADNET and notify the producer. PADNET staff may determine that such violations warrant suspension of the producer's privileges. In this case the producer will receive a written notice concerning staff's determination and the period for which production rights will be suspended. A copy of this notice will also be sent to the PADNET Advisory Board for review.

If a Producer disagrees with a decision by staff, they may request in writing a formal review by the Advisory Board within 30 days of the date of staff's decision. The PADNET Advisory Board will review the appeal and issue a final determination within 30 days of the review. If the Advisory Board determines that a violation of rules has occurred, the suspension of producer privileges may be sustained or revised at the Advisory Board's discretion. A producer could lose privileges permanently if the Advisory Board determines gross disregard for PADNET policies and procedures. All programs submitted will become property of PADNET and will be digitally stored for up to one year.

The City of Long Beach Technology Services staff along with network providers, such as Charter Cable and Verizon, will ensure all FCC broadcast guidelines are adhered to in the development and operation of PADNET.



## **Marketing Plan**

With a limited operational budget, marketing for PADNET will rely on existing community information networks such as community events/meetings, featured stories in existing media, word of mouth, social media, and printed materials. In addition, a major pre-launch of the public access channel will be developed to generate excitement and interest at all levels. This launch could include advertisements strategically located in print media, moving billboards on local transit, charter cable ad placements and social media.

Collaborating with local partners will also be important to the success of marketing PADNET and the opportunity it provides for participants to be engaged in public access broadcasting and digital media. A ready audience would be participants in established programs at partner organizations. Having them share content from PADNET with their respective constituents and encourage participation will be a good source of marketing and a way to add to programming opportunities.

Building strong relationships with the City Council district offices, City of Long Beach Parks, Recreation, and Marine Department and other City departments will be an important component. With their ongoing constituent contact, City Council members have the opportunity to promote highlights of their district along with PADNET possibilities to the community members they represent. Through their continuous interaction with their constituents, Council members hear community concerns, learn about actions being taken around issues, and share what city government is also doing. This provides good content for programming and can be passed along to established content producers for program creation. Connecting the right teams might also allow for a new group or individual to produce a program addressing the concerns.

Local foundations will be solicited to show how PADNET can better enlighten the community on the impact they have today. Grants awarded to fund programs, success stories about local initiatives like the Atlantic Avenue Connected Corridor project, and future funding opportunities could be shared. As a result of increased community interest and support, additional foundation support for PADNET producers and operation could be realized. Another result could be the strengthening of relationships with local nonprofits, businesses, and schools.

Mobile applications will be created to send out program notices, training announcements, community activities and other PADNET activities of interest. The PADNET brand will become synonymous with what is of importance and great interest to residents of the Long Beach community as a result of innovative ideas and talent applied across all digital media platforms to inform and engage the community.

## **Operations Plan**

In order to ensure maximum utilization and efficient use of personnel, facilities and community resources a strategic operations plan will be developed. This plan will be created with the input of key technical management staff to be hired along with community experts. Specific areas to be covered will include: governance, operations, community partnerships, administration, volunteer engagement, training, fund development, producer development, community accountability,

### **LBCAP Board/Executive Director Obligations**

LBCAP is governed by corporate bylaws as a 501(c)(3) nonprofit in the state of California. In addition, operational guidelines and a mission statement will be developed for PADNET that are in alignment with relevant obligations of LBCAP and public access television. As a contractor with the city LBCAP will adhere to the following:

1. LBCAP shall supply the City with a copy of bylaws and subsequent amendments upon approval of any contractual partnerships.
2. LBCAP is an independently governed nonprofit corporation and will not engage in any contract that could be interpreted as giving the City the right to mandate changes to Contractor's bylaws or to govern LBCAP's daily operations.
3. Board of Directors of LBCAP, (the "Board") shall undertake the oversight of management of the LBCAP's affairs related to public access television.
4. At no time shall more than two (2) members of the Board be producers of public access programming at any given time.
5. The Executive Director shall manage all staff and operations of the LBCAP. Further the Executive Director will be an employee of the LBCAP and shall take direction from and report directly to the Board. The Executive Director is the official contact person through which all communications between the LBCAP and the City will be channeled.
6. The Board shall establish an orientation program for educating new appointments to the Board at the beginning of each Board member's term. Along with emphasis on duties of a Board Member for the LBCAP, focus will also be given to the principles and mission of public access television.
7. A representative of the Board and the Executive Director shall attend a minimum of one public access program production or public access workshop annually to ensure proper insight and feedback to the Board and City Contract Manager.

### **Retention and Development of Producers and Volunteers**

Trained public access television producers and digital media content providers are essential partners in the success of PADNET. In order for PADNET to be sustainable, it must balance the rights of producers to demonstrate creative freedom with adherence to technology optimization

standards and content production excellence. Holding producers to high standards ensures that viewers become accustomed to quality production value regardless of their interest in the program content.

To assist producers in gaining the knowledge they need to succeed – regardless of public access proficiency – a comprehensive training schedule will be developed to include:

- History of public access
- Studio production (camera, lighting, staging)
- Advanced production (audio, directing, remote shoots, scripting)
- Post production (editing, animation, sound engineering)
- Social media
- Mobile applications
- Effective community engagement with public access
- Essential broadcasting content standards
- Makeup and styling for video
- Cause marketing
- Public access as a nonprofit fund development resource
- Effective customer service for guests, team members and community

In addition to producer training, LBCAP and PADNET will conduct volunteer trainings to ensure that volunteers with an interest in digital media and public access television have a meaningful and engaged experience. LBCAP has a volunteer manual that will be used as a core resource in the training. In addition, volunteers will be asked to attend an orientation where they will:

- Tour PADNET facilities
- Receive an overview of PADNET organizational structure
- Receive an overview of volunteer opportunities available via PADNET
- Understand how volunteering can be counted as service learning for educational institutions
- Receive volunteer job descriptions for positions of interest
- Receive schedules for training, facility hours, events, programming and any community collaboration opportunities
- Receive customer service training to ensure consistent quality of service.

In addition to trainings provided, volunteers will be eligible for volunteer service recognition at the end-of-the-year to show appreciation for their contribution to PADNET success.

### **Community Partnerships**

LBCAP prides itself in being a strengths-based organization. To that end, the agency recognizes what it does well and excels in those areas. Conversely, when it is recognized that existing partner agencies may provide desired services at a higher level of program excellence, LBCAP seeks to partner with those agencies to ensure the customer ultimately receives the best possible service.

This strengths-based philosophy will also be the cornerstone of PADNET success. As a new entity in the Long Beach community, PADNET will endeavor to engage educational institutions with content experts, local businesses with creative talent, nonprofit and faith-based agencies with community knowledge, and all ethnicities and age groups to create a systems-based web of community stakeholders.

Community partners will be represented on the PADNET Advisory Board so their needs, interests and concerns are voiced and heard. Further, the PADNET training curriculum and program schedule will be developed with partner needs and interests in mind. Finally, ongoing surveys of various kinds will be conducted to ensure partner feedback is reviewed by PADNET staff, Advisory Board members, and the LBCAP Board of Directors. Such oversight and subsequent attention to detail with partners should demonstrate their value to PADNET and inspire sustained engagement because mutual goals are being met.

### **Knight Foundation Partnership**

As a grant recipient from the *Knight Community Information Challenge* (KCIC) initiative, this program receives support in addition to the financial resources. A professional evaluation team, FSG Social Impact Advisors (FSG), partners with the Knight Foundation to support its funded programs around the country. FSG conducts surveys, website analytics, and phone interviews to compile data used to support Knight's funded programs and coordinate shared learning activities nationally.

KCIC grantees may also access the "Circuit Riders" network which provides pro-bono consultants who are knowledgeable about community information projects, technologies and tactics across the United States. They bring experience and knowledge of best practices utilized by similar programs in other parts of the country. This shared wisdom can help avoid problems and pitfalls often experienced in new programs. KCIC grantees also participate in a "boot camp" at the beginning of the grant period to establish a solid foundation for the implementation of the program.

With its national reach, the Knight Foundation will also bring broad media exposure and recognition to Long Beach. KCIC award recipients are announced at the national conference of the Council on Foundations, and recipients are also featured on the Knight website.

### **Producer Training, Programming and Public Outreach**

PADNET shall educate/train individuals, institutions, nonprofit and community-based organizations in the production of non-commercial television programs. To accomplish this goal, PADNET shall:

- Develop and deliver training curriculum for various levels of video production and digital media arts proficiency;
- Develop and provide programming curriculum for advanced training;
- Facilitate instruction in the use of digital media production and post-production video equipment and in related skills. Instructors will have experience and/or certifications in their respective areas of expertise;

- Clearly communicate the restrictions on programming related to inappropriate content including vulgar and offensive language and pornography;
- Develop outreach programs for involvement among specific community demographics to include: youth, adults, nonprofits, ethnic interests, faith communities, and others;
- Develop and implement programs to facilitate use of digital media and public access by low-income and physically disadvantaged citizens;
- Develop and implement outreach activities, special events, and partnerships with community partners such as: educational institutions, nonprofits and digital media professionals;
- Develop and implement a promotional plan for digital media and public access television services;
- Ensure equal access to broadcast time by all interested parties;
- Develop a national network to gain insight on best practices and industry recognition for service and program excellence in digital media.

### **Annual Reporting**

PADNET will submit an annual operations report and inventory of all production and office resources, including equipment and furnishings, no later than the sixtieth (60th) day after the last day of the LBCAP fourth quarter operations.

At minimum, the Annual Report will include:

1. PADNET organization chart and LBCAP Board Member and management team roster;
2. Number of people employed by PADNET, both full, part-time, and subcontractors;
3. Summary of equipment, facilities and channel use for the year;
4. Summary of all public outreach efforts;
5. Schedule of programming and training for the year;
6. Recap of all programming outages experienced, if attributable to actions of PADNET;
7. Copy of the complaint procedures used by PADNET, any actions taken as a result of complaints, and resolutions reached;
8. Report on the development of new digital media technology complementing the public access channel such as video streaming, interactivity, social media, mobile applications and other entertainment and news services;
9. Demographic profile including number and types of persons using the PADNET facilities and resources;
10. Copy of equipment maintenance logs;
11. List of training classes, rates and schedules;
12. Annual fundraising report detailing all fund development efforts and funding sources;
13. Financial report outlining use of funds;
14. Annual survey of producers to include demographic information and customer satisfaction survey results;
15. Annual audit of LBCAP to demonstrate fiscal responsibility and integrity of financial statements.
16. Any evaluation reporting provided by the Knight Foundation appointed professional evaluation team, FSG Social Impact Advisors.

## **Conclusion**

Introducing a network of neighborhood media centers throughout the Long Beach community will significantly increase involvement of residents of all ages in the community. Through this collaborative partnership with LBCAP, Long Beach Community Foundation (LBCF), and the many partners who will be involved as content producers and trainers for public access programming, PADNET will provide an avenue for Long Beach to be better informed and educated on all that is happening in this vibrant community.

The news and information shared through public access channels and on-demand via the Internet can bring heightened sensitivity to what community members want and need to hear. Better informed community members are often more engaged in their neighborhood activities and causes – some of which they may previously have been unaware. Most importantly, diverse multilingual voices, previously unheard, will be more active and engaged in sharing information and news with the community at large as a result of this project and public access rebirth.

Greater access and participation in available training can lead to increased employment opportunities and higher retention rates. Several collaborative partners in PADNET already hold successful training programs for youth in digital media arts and video production from story creation to filming and editing. Increasing their reach more broadly into the community for public access programming has the potential to engage a larger segment of the Long Beach population to promote local programs and services and impact economic growth of the community.

Under the capable management of LBCAP, the collaboration of established and new community partners, the oversight of an Advisory Board comprised of experienced industry leaders, and the national support of the Knight Foundation network, the potential for this public access program is great. Engaging the Long Beach community through both content producers of programs and the viewers provides the pathway by which greater participation in their city and community can significantly impact the environment in which people live, work, and play. Our commitment is strong to empowering Long Beach residents to share the information and passion they have for neighborhood issues and allowing their voices to be heard. The PADNET project will make this possible throughout the city of Long Beach.

<b>LBCAP - Public Access Digital Network (PADNET)</b>				
<b>Operating Budget - Years One &amp; Two</b>				
<b>REVENUE</b>	<b>2011</b>		<b>2012</b>	
	Operations	Capital	Operations	Capital
<b>Contributed Income</b>				
Knight Fdn Community Info Challenge Grant	175,000		150,000	
Corporate contributions	15,000		30,000	
Foundation grants	15,000		40,000	
Long Beach PEG dollars - through LBCF match		175,000		150,000
Long Beach PEG dollars		188,086		93,204
Special events	5,000		5,000	
In-Kind contributions				
<b>Earned Income</b>				
Fees for services	2,000		5,000	
Memberships	4,000		4,500	
Rentals	2,000		3,500	
<b>TOTAL REVENUE</b>	<b>218,000</b>	<b>363,086</b>	<b>238,000</b>	<b>243,204</b>
<b>EXPENSE</b>				
Salaries				
Program Manager	60,000		62,500	
Operations Manager - .5 FTE	30,000		31,000	
Consultants				
Facility/Network Engineers	10,000		8,000	
Technical/Training Services	9,000		9,000	
Grant Writer	5,000		4,000	
Employee Benefits	15,600		16,250	
Administrative Expenses	35,000		30,000	
Travel (mileage)	2,500		4,000	
Supplies & materials	12,000		6,450	
Rent	2,300		2,300	
Utilities	3,900		3,900	
Insurance			2,000	
Printing & publications	1,000		1,000	
Postage and shipping	500		500	
Marketing	4,200		4,000	
Fundraising				
Connectivity	25,400		51,600	
Contingencies	1,600		1,500	
<b>Capital Expenses (see attached detail)</b>				
HUB & Satellite Equipment & Buildout		315,727		211,482
Sales Tax & contingencies (15%)		47,359		31,722
<b>TOTAL EXPENSE</b>	<b>218,000</b>	<b>363,086</b>	<b>238,000</b>	<b>243,204</b>

<b>LBCAP - Public Access Digital Network (PADNET)</b>				
<b>Capital Expense - Year One</b>				
	Description	Cost each	#	Total
<b>HUB SITE - EQUIPMENT</b>				
	Tightrope Media System (automated playback)	51,500.00	1.00	51,500.00
	Transmitting & Receiving (modulator & demod)	20,000.00	1.00	20,000.00
	Apace eStor (24 TB central digital storage)	32,000.00	1.00	32,000.00
	Media Asset Mgmt Software	20,000.00	1.00	20,000.00
	Aspera 20Mb server license	10,000.00	1.00	10,000.00
	Aspera Support - 1 year	2,500.00	1.00	2,500.00
	Dell computer (with specific software)	8,500.00	1.00	8,500.00
	HUB site TOTAL			144,500.00
<b>SATELLITES</b>				
<b>PRODUCTION EQUIPMENT</b>				
	DV Pro 44 (5 light system)	1,439.95	5.00	7,199.75
	Sony DSR - PD170DV/DVCAM (camera 1)	3,499.95	5.00	17,499.75
	Canon DC420 (camera 2)	299.95	5.00	1,499.75
	Canon FS200 Flash Camcorder (camera 3)	289.95	10.00	2,899.50
	Samson UM Series x2 (cardiod lavalier)	620.00	5.00	3,100.00
	Shotgun mic/pole/case	879.95	5.00	4,399.75
	Sachtler Tripod (fluid head)	795.95	5.00	3,979.75
	Manfrotto 701 HDV (mini fluid)	299.95	5.00	1,499.75
	Misc (head phones, camera cases, cables, etc)	1,000.00	5.00	5,000.00
	Satellite Equipment TOTAL	9,125.65		47,078.00
<b>POST-PRODUCTION EQUIPMENT</b>				
	Mac Pro Quad	3,792.00	5.00	18,960.00
	Final Cut Pro Academic	299.00	5.00	1,495.00
	Adobe CS4 Production Bundle	1,399.00	5.00	6,995.00
	MIDI USB Keyboards (3)	539.85	5.00	2,699.25
	Storage Case	350.00	5.00	1,750.00
	Scanners (3)	450.00	5.00	2,250.00
	Sony GV DV1000 Clamshell DV deck	1,000.00	5.00	5,000.00
	Satellite Post-Production TOTAL	7,829.85		39,149.25
<b>FACILITY BUILDOUT ALLOWANCE</b>				
	HUB site	35,000.00	1.00	35,000.00
	Satellite sites	10,000.00	5.00	50,000.00
				85,000.00
	<b>Year 1 Capital Expense</b>			<b>315,727.25</b>



<b>LBCAP - Public Access Digital Network (PADNET)</b>					
<b>Capital Expense - Year Two</b>					
	Description	Cost each	#	Total	
<b>HUB SITE - EQUIPMENT</b>					
	Facility Update & maintenance	50,000.00	1.00	50,000.00	
	Aspera Support - 1 year	2,500.00	1.00	2,500.00	
	HUB site TOTAL				52,500.00
<b>SATELLITES</b>					
<b>PRODUCTION EQUIPMENT</b>					
	DV Pro 44 (5 light system)	1,439.95	4.00	5,759.80	
	Sony DSR - PD170DV/DVCAM (camera 1)	3,499.95	4.00	13,999.80	
	Canon DC420 (camera 2)	299.95	4.00	1,199.80	
	Canon FS200 Flash Camcorder (camera 3)	289.95	8.00	2,319.60	
	Samson UM Series x2 (cardiod lavalier)	620.00	4.00	2,480.00	
	Shotgun mic/pole/case	879.95	4.00	3,519.80	
	Sachtler Tripod (fluid head)	795.95	4.00	3,183.80	
	Manfrotto 701 HDV (mini fluid)	299.95	4.00	1,199.80	
	Misc (head phones, camera cases, cables, etc)	1,000.00	4.00	4,000.00	
	Satellite Equipment TOTAL	9,125.65			37,662.40
<b>POST-PRODUCTION EQUIPMENT</b>					
	Mac Pro Quad	3,792.00	4.00	15,168.00	
	Final Cut Pro Academic	299.00	4.00	1,196.00	
	Adobe CS4 Production Bundle	1,399.00	4.00	5,596.00	
	MIDI USB Keyboards (3)	539.85	4.00	2,159.40	
	Storage Case	350.00	4.00	1,400.00	
	Scanners (3)	450.00	4.00	1,800.00	
	Sony GV DV1000 Clamshell DV deck	1,000.00	4.00	4,000.00	
	Satellite Post-Production TOTAL	7,829.85			31,319.40
<b>EXISTING SATELLITES UPGRADES</b>					
		10,000.00	5.00	50,000.00	50,000.00
<b>FACILITY BUILDOUT ALLOWANCE</b>					
	New Satellite sites	10,000.00	4.00	40,000.00	
					40,000.00
	<b>Year 2 Capital Expense</b>				<b>211,481.80</b>

**Budget Narrative**  
**LBCAP – Public Access Digital Network (PADNET)**

<b>REVENUE</b>
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***Contributed Income***

1. Knight Foundation Community Information Challenge grant: Awarded to the Long Beach Community Foundation (LBCF) in June 2011 through a competitive application process
2. Corporate contributions: Seek corporate underwriting for specialty programming including digital media and technology companies
3. Foundation grants: Best efforts to identify additional potential funders as identified using FD Online at the Long Beach Nonprofit Partnership.
4. Long Beach PEG dollars – through LBCF match: Long Beach City Council approved on May 3, 2011 the use of PEG dollars as a match for LBCF's Knight Foundation *Community Information Challenge* grant application. These funds must be used by LBCF for capital expenditures only in its public access program – Public Access Digital Network (PADNET).
5. Long Beach PEG dollars: City of Long Beach Public Access Fund (from Public Education Government – PEG dollars)
6. Special events: Awards fundraiser event honoring content producers and their programming
7. In-kind contributions: Services and resources provided by collaborative partners

***Earned Income***

8. Fees for services: Income generated by provision of production or post production services to outside clients
9. Memberships: A tiered membership system for special production and post-production benefits
10. Rentals: Income generated by provision of equipment rentals to outside clients

**Budget Narrative**  
**LBCAP – Public Access Digital Network (PADNET)**

<b>EXPENSE</b>
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1. Program salaries and wages: Program Manager and Operations Manager to be hired by LBCAP
2. Consultant/Contract services: Facility/Network Engineers; Technical/Training Services; Grant Writer
3. Employee benefits: Federal & state income tax, Social Security, SDI, etc. costs
4. Administrative expenses: Administrative overhead costs to be equally divided between LBCAP (nonprofit primary HUB managing organization) and the Long Beach Community Foundation (fiscal sponsor for the Knight funds)
5. Travel: Local mileage and transportation costs serving the HUB and 8 proposed satellite centers
6. Supplies and materials: Cost of basic administrative and operational supplies and materials
7. Rent: Cost of administrative and operational space/site rental
8. Utilities: Cost of basic utilities (i.e. light, gas, water, telecommunications etc.)
9. Insurance: Cost of program insurance, including Directors & Officers and Liability
10. Printing and publications: Cost of creating and printing program materials, public relations and marketing media, website creation and maintenance, etc.
11. Postage and shipping: Mailing/shipping costs
12. Marketing: Specialized educational and informational material targeted to specific audiences
13. Fund raising:
14. Connectivity: Charges for the primary HUB being brought online within the first couple months of program implementation and then gradual opening of satellites centers with 5 by the end of Year One and an additional 4 by end of Year Two.
15. Contingencies: Allowance for unexpected expenses
16. Capital expenses: Costs associated with the design, installation, configuration of the necessary operations, production, distribution and broadcast of publicly generated content for the HUB and its associated neighborhood satellites (i.e. recording equipment, software, playback system, network distribution elements, broadcast elements, storage, etc.). Detailed reports show the breakdown for Years One and Two.

# **APPENDIX**

**LBCAP Tax Determination Letter**

**LBCAP Board of Directors**

**LBCAP Operating Budget**



Department of the Treasury  
Internal Revenue Service

P.O. Box 2508, Room 4010  
Cincinnati OH 45201

In reply refer to: 4077550279

Feb. 07, 2011 LTR 4168C 0

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BODC: TE

LONG BEACH COMMUNITY SERVICES  
DEVELOPMENT CORP  
LONG BCH COMM ACTION PARTNERSHIP  
% SYSTEMS TAX SERVICE F&M1  
3012 LONG BEACH BLVD  
LONG BEACH CA 90807-5059



005126

Employer Identification Number: [REDACTED]  
Person to Contact: Sophia Brown  
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Dec. 07, 2010, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in February 1982.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

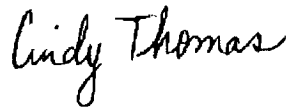
Please refer to our website [www.irs.gov/eo](http://www.irs.gov/eo) for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

4077550279  
Feb. 07, 2011 LTR 4168C 0  
000000 00  
00026653

LONG BEACH COMMUNITY SERVICES  
DEVELOPMENT CORP  
LONG BCH COMM ACTION PARTNERSHIP  
% SYSTEMS TAX SERVICE F&M1  
3012 LONG BEACH BLVD  
LONG BEACH CA 90807-5059

If you have any questions, please call us at the telephone number  
shown in the heading of this letter.

Sincerely yours,



Cindy Thomas  
Manager, EO Determinations

# LONG BEACH COMMUNITY ACTION PARTNERSHIP BOARD OF DIRECTORS 2011

No.	Last, First	Years Served	Business	Community Sector
1.	Barnes, William C.	Over 20 years	Retired Long Beach City College	Low-Income Sector
2.	Brown, Charles	2004 - Present	Community Leader	Private Sector
3.	Garey, Robert	1999 - Present	Commercial Real Estate Cushman and Wakefield of CA	Private Sector
4.	Harrison, Reggie	2007	City of Long Beach, Deputy City Manager	Public Sector
5.	Hilburn, Karen	2000 - Present	Retired Long Beach Unified School District	Low-Income Sector
6.	Hillman, David	2003 - Present	Community Leader	Low-Income Sector
7.	Norman Dr. Alex	2000 - Present	Retired UCLA Professor	Private Sector
8.	Bynum, Lou Anne	September 2008 – Present	Vice President-Assistant Superintendent Economic and Resource Development Long Beach Community College District	Public Sector
9.	Mendoza, Gregory	October 2008 – Present	Principal-Educational Partnership High School	Public Sector

<b>10.</b>	<b>James, Creasie</b>	2009-Present	AT & T Area Manager, External Affairs	Public Sector
<b>11.</b>	<b>Sulsona, Andrea</b>	2010-Present	Palacio De Long Beach Magazzine Publisher/Editor-In-Chief	Private Sector
<b>12.</b>	<b>McCarthy-Wilson, Janet</b>	2010-Present	Goodwill SOLAC President & CEO	Low-Income Sector



**Long Beach Community Action Partnership**  
**Organization-Wide Operating Budget**  
**For the Year Ending December 31, 2011**

Description	Community Advocacy and Family Services	Energy Assistance Services	Youth Services	Management and General	Fundraising	Total 2011 Budget
Grants and contracts	\$ 806,100	\$ 9,063,400	\$ 985,900	\$ -	\$ -	\$ 10,855,400
Contributions	-	-	-	-	150,200	150,200
Interest Income	-	-	-	7,000	-	7,000
Total revenue and support	806,100	9,063,400	985,900	7,000	150,200	11,012,600
Personnel	182,100	1,601,900	594,700	696,400	-	3,075,100
Grants to other organizations	195,000	5,832,700	-	-	-	6,027,700
Equipment rental	9,000	17,600	-	900	-	27,500
Contractual services	27,500	747,000	35,300	188,500	45,100	1,043,400
Travel	22,400	3,400	1,100	-	-	26,900
Office, occupancy, and other	201,500	233,700	163,400	62,200	-	660,800
Other direct program expenses	50,000	-	-	-	-	50,000
Total expenses	687,500	8,436,300	794,500	948,000	45,100	10,911,400
Change in net assets	\$ 118,600	\$ 627,100	\$ 191,400	\$ (941,000)	\$ 105,100	\$ 101,200