



Meeting Date: 12/06 / 2011

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input checked="" type="checkbox"/> Other City Council Business

Prepared By: Christina Aerenlund, PIO

Agenda Item No. N-2

Reviewed By: City Manager

City Attorney Finance

for J. Cameron
Other (Specify)

DATE: November 28, 2011

TO: City Council

FROM: Edmund F. Sotelo, City Manager
City Manager's Office

SUBJECT: Operation of the Oxnard Public Access Channel

RECOMMENDATION

That City Council:

1. Authorize the City Manager to execute a Memorandum of Understanding for Operation of the Oxnard Public Access Channel with Fuerza Latina Health Association.
2. Require that the operator return to City Council in six months to provide a status report on Channel 25 operations and the policies and procedures manual as defined in the MOU.

DISCUSSION

Prior to AB 2978, the Digital Infrastructure and Video Act of 2006 (DIVCA), the City of Oxnard Cable Television Franchise Agreement with Jones Intercable/Adelphia/Time Warner (franchisor) provided for an on-going annual grant to the City "...to support the production of access programming..." in five (5) Public/Education/Government (PEG) Cable Channels. During the ten years of this agreement, Oxnard Public Access Channel (OPAC, also known as "Channel 25", but which is also carried on Verizon FiOS Channel 38) was operated and funded by the franchisor.

DIVCA took effect on January 1, 2007, effectively ending the authority of local government to franchise cable television. For Oxnard, the law's effect began on July 8, 2008, when Time Warner's Franchise Agreement with the City expired.

Neither Federal nor State law require the City to maintain PEG channels. Rather, the City has the right under Federal and State Law to require cable operators providing cable service within its jurisdiction under a State franchise to carry PEG channels.

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Prior to DIVCA, the OPAC programming was produced in the Time Warner Facilities and broadcast under their supervision. As of January 1, 2009 Time Warner stopped operating public access studios and public access channels all across California, including Oxnard.

Since Time Warner ceased operating public access studios, the City has been approached by individuals and groups who inquired about reactivating OPAC and their desire to produce and broadcast their original programming through that channel.

Following the staff presentation to City Council on December 7, 2010, the City Council directed staff to meet with the interested parties and return with further information. On January 11, 2011, City Council directed staff to meet with all interested parties to start with a round table to discuss the development of a collaborative effort between them.

A meeting of interested parties was held on February 17, 2011. More than 20 persons were present, representing three different organizations and members of the public.

The discussion included the purpose of Public Access Television, FCC and PUC regulations for the operation of Public Access Channels, DIVCA, operator functions, proposal requirements, evaluation criteria, selection criteria and deadlines for submitting proposals. Staff also distributed to the attendees a draft MOU prepared by the City Attorney's Office that the eventual OPAC operator would enter into with the City.

Staff stressed that the City sought a responsible operator who would facilitate the production of noncommercial programming by members of the Oxnard community. The operator would be expected to encourage and support the production of quality community television programs, and make it easier for individuals or groups from the Oxnard community to use cable telecommunications to share information and to enrich the lives of Oxnard residents.

The City received proposals from two organizations. After review and evaluation by independent experts in the operations of PEG cable channels, both proposals were determined to be incomplete in various ways. Neither provided sufficient clear and relevant information to be considered the best responsible operator for OPAC, although the Fuerza Latina Health Association proposal (Attachment #1) received more positive reviews and its representatives have past experience in public access operations.

City staff prepared general guidelines for the operation of OPAC and invited both parties to attend a meeting on November 7, 2011. The purpose of the meeting was to review the guidelines for the operation of the channel and develop a collaborative effort among those who were interested in operating OPAC. Representatives from Fuerza Latina Health Association attended the meeting. The other proposer, Community Multi-Media Center 25, was not represented at this meeting, and no longer appears to be interested in operating OPAC. Thus, Fuerza Latina Health Association is the only remaining proposer and appears qualified to operate OPAC.

The guidelines prepared for the November 7 meeting have been integrated with the MOU previously prepared by the City Attorney's Office and the revised MOU (Attachment #2) has been provided to

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Fuerza Latina Health Association for its review. The City Manager seeks Council authorization to enter into the MOU with Fuerza Latina Health Association, the remaining interested proposer. The MOU requires the operator to submit a policies and procedures manual ("Manual") within six months of entering into the MOU. The Manual must include non-discriminatory practices for the use and access to facilities and resources for the production of programming on OPAC, ensure Oxnard residents have fair and equitable access to and use of OPAC facilities and services free of charge, and provide policies for the scheduling of OPAC programming.

If the City Council approves the Manual within one year of the MOU effective date, the MOU will have a three-year term. Otherwise, the MOU will expire at the end of the first year.

FINANCIAL IMPACT

There is no financial impact from the recommendation.

Attachment #1 - La Fuerza Latina Health Association Proposal
#2 - Draft Memorandum of Understanding for Operation of Oxnard's Public Access Channel

LA FUERZA UNIDA HEALTH ASSOCIATION

Sub-Consultant: David V. Cruz dba BrightFlash Media

Applicant Package for

Time Warner Cable Television Channel 25

April 4, 2011

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La Fuerza Latina Health Association

April 4, 2011

Mr. Edmund Sotelo
City Manager
City of Oxnard
300 West Third Street
4th Floor
Oxnard, CA 93030

Dear Mr. Sotelo:

La Fuerza Latina Health Association, a 501(c)3 non-profit located in Oxnard, California, currently does not have a Federal Identification Number. However, as soon as one becomes available, we will provide this number to the City of Oxnard. In addition, La Fuerza Latina Health Association does not employ any persons, therefore, does not have Worker's Compensation insurance.

Sincerely,


Regina Colvard
Administrative Assistant

ATTACHMENT #1
PAGE 2 of 20

La Fuerza Latina Health Association

La Fuerza Latina Health Association was initially founded in 1993 as a health education and community outreach non-profit organization to meet the vital health care learning needs of the residents of Ventura County. La Fuerza Latina Health Association is part of the largest, non-governmental health care services provider in Ventura County with more than fifty community sites including clinics, school-based locations and mobile facilities. Now, La Fuerza Latina Health Association strives to increase the delivery of accurate, timely and relevant education in our community by providing the organizational infrastructure to support the operation of Time Warner Cable Channel 25.

Since its inception, La Fuerza Latina Health Association's primary mission has been to ensure that essential health education is accessible to the historically underserved Spanish-speaking population of Ventura County, including farm workers and their families, as well as other, Spanish and English-speaking residents. As the community's health education needs have evolved, La Fuerza Latina Health Association has adapted and expanded its mission to also include a wider array of health education services including an emphasis on preventative care extending from pre-natal, neo natal, pre-school, general family practice to geriatric health. Today, La Fuerza Unida Health Association's proven seventeen year education capabilities provide it the unique opportunity to help facilitate cross-cultural learning across an even broader spectrum of issues which impact the well-being of the community. These issues include: Public Safety, Employment, Housing, Economic Development, Public Schools Education, Government, Civic Participation, Hunger & Homelessness, Team Sports/Athletics, Music, Art and Culture.

The cornerstone of La Fuerza Unida Health Association is its commitment to be actively engaged daily in the lives of the men, women and children it serves while delivering the highest quality of educational content utilizing culturally and linguistically familiar methods. It has a long tenure of serving all socio-economic segments of Oxnard and Ventura County enabling it to acquire invaluable firsthand ethnographic data useful to public policy formulation and to measure the effectiveness of its implementation. In the process, the organization has developed important inter-governmental contacts at the local, state and national level. By being selected as the Operator of Time Warner Cable Channel 25, La Fuerza Unida Health Association seeks to serve in an even greater capacity as an educational content facilitator for the betterment and future of our community.

Roberto Juarez, President – Mr. Juarez is an experienced Chief Executive Officer with a background that includes more than four decades executive level management in the health care industry including public hospital administration as well as community-based non-profit health systems. Throughout his career, he has assumed increasingly-important leadership positions including initial grant development, facility site selection, finance acquisition, staff development, operational standards and P&L responsibilities. Also, he is credited for being one of the principal authors of the nation's landmark public health policy pertaining to farm workers in the United States. Moreover, Mr. Juarez has provided important expert testimony before state and federal panels in the area of adopting and funding health care education and provider strategies. Today, he is considered one of the nation's foremost authorities in hyper-local health initiatives delivered at the neighborhood level in predominantly multi-cultural settings.

Tony Alatorre, Secretary – Mr. Alatorre is a seasoned Chief Operating Officer with an extensive background in managing complex, multi-disciplinary health care organizations in a multiple location network. Mr. Alatorre specializes in operational assessments and creating programmatic and staffing solutions designed to achieve identified goals and objectives. Also, he is trained in building cross-functional teams that implement staff development processes to increase organizational efficiencies and effectiveness. As importantly, Mr. Alatorre is skilled in establishing and evaluating performance metrics for line and administrative personnel as well as assisting with strategic human resources forecasting and recruitment. His present position involves overseeing a staff of 450 employees that include vocational, para-professional and professional individuals.

Christine Velasco – Ms. Velasco is a career Chief Financial Officer with a distinguished track-record in Corporate fiscal management, business/organizational financial oversight and non-profit fiscal control best practices dealing with blended source funding including grants plus federal and state fees-for-services compensation. During her tenure, she has designed and managed rapidly-expanding financial processes from launch phase to multi-site facility expansion providing interconnected services while having separate cost-versus-revenue generating operational profiles. Also, she is highly-experienced in fiscal crisis administration necessitated by governmental budgetary cycles and associated reimbursement delays. As importantly, Ms. Velasco has demonstrable skills in lean management enabling her to develop significant cash reserves while maintaining and improving productivity.

**Proposed Sub-Consultant
David V. Cruz dba BrightFlash Media**

David Cruz is a Broadcast Journalist with extensive experience in major market Network Television News, Radio and New Media. Cruz spent twelve successful years at NBC, Los Angeles where he anchored one of the highest-rated daily news programs. As a broadcaster, Cruz has been nationally-recognized for his groundbreaking news reports including his National Emmy-award winning 2006 MSNBC report on Latino Immigrants, "The New Americans" as well as his work on CNN Spanish Radio as Anchor/Moderator of the nation's first nationally syndicated bilingual talk radio program, "La Voz de Texas" ("The Voice of Texas"). Today, Cruz anchors the bilingual news talk program, "David Cruz on Radio Lazer". Lazer Broadcasting is one of the leading Spanish-language radio networks in the United States.

Cruz began his broadcast career with the Spanish International Network as News Director, KWEX TV, the first Spanish language television station in the United States. Since then, he has also worked for CBS, ABC and NBC affiliates and O&O's. Among his foreign assignments, Cruz has covered earthquakes and civil conflicts in Latin America; stories on Latino troops in the U.S. military and Europe; and Asian-Hispanic economic partnerships in China and Japan. Cruz has received numerous awards including the 2005 Golden Eagle, one of the highest honors bestowed by the media industry in Hollywood for professional achievement. He also received the Liberty Award, the highest distinction given to journalists for news coverage and community involvement in Education by the Latin Voters of America. Cruz is also a twice-recipient of the National Media Award by LULAC, America's oldest and largest civil rights organizations for Latinos and a multiple Emmy-award winner at NBC TV for Investigative stories on child predators, and consumer dangers.

Today, Cruz is Executive Producer, BrightFlash Media, a new media development and production company creating original News and Public Affairs programming for broadcast, online video streaming and for wireless mobile networks. His current projects focus on the Law, Health, Sustainable Energy and Business Profiles being produced for broadcast on Time Warner Cable Television Ch. 858, a Spanish-language platform serving 1.3-million households throughout Southern California. He is a graduate of the University of Oklahoma NPPA program, an advanced course in Broadcast Journalism for experienced news professionals.

Previous Experience
Working with PEG Channels and Governmental Agencies

La Fuerza Latina Health Association applicant group comprises a team of professionals with extensive experience in working with PEG Channels and Government Agencies across a broad cross-section of television and non-television projects. These assignments and collaborative business relationships have enabled our group to acquire a depth of knowledge on the strategic and tactical aspects of operating a public access channel such as Time Warner Cable Channel 25.

As more fully detailed in his resume, also included in this applicant packet, Mr. Steven L. Salinas has served as the Community Television Coordinator for three PEG / public access channels in three cities located within Ventura County. We submit that this is significant and relevant to the opportunity our applicant group seeks relative to Time Warner Channel 25 because Mr. Salinas brings more than a decade of direct, daily hands-on PEG operational background to the project. In his capacity, he was the primary Time Warner Cable employee responsible for the operation, maintenance and programming of each public access channel where he worked. This involved exercising the editorial judgment required to select and prioritize content for broadcast as well as the logistical and management ability to multi-task duties necessary to keep on-air programming running uninterrupted and smoothly.

In addition to the television line responsibilities our team members have handled as outlined above, our group also has a track record in successfully maintaining all playback records and archival logs in compliance with FCC and California PUC legal requirements. This is an important qualifications aspect of the applicant to whom you award the operation of Time Warner Channel 25 to ensure that this entity is operated well within the legal parameters established for a public access station. Moreover, it is essential so that the Operator can fully respond with corroborating records to any inquiries about past programs or events that have aired on Time Warner Cable Channel 25.

Our applicant group also possesses demonstrable public access television experience in designing a program schedule based upon audience demographics which are being targeted for specific hours of the day and night. This is essential to attract the widest audience possible and serve the needs of the greatest number of residents reached by Time Warner Cable Channel 25. Once the format is developed, our applicant group also has a background in publishing a corresponding schedule and disseminating the schedule via multiple media and platforms to promote viewership and support.

We are seeking this opportunity to serve as Operator of Time Warner Cable Channel 25 because we believe that our applicant group is also the best qualified from a customer service responsibility perspective in public access television based upon our past experience. We are keenly aware of the importance of daily interaction with viewers, producers, funders and governmental collaborators, each of whom are stakeholders in the successful operation of this channel. Our team has years of experience in customer service for PEG / public access television in multilingual and multicultural settings. Customer service in this environment is as important as the technical operation of the channel itself.

Our applicant group also possesses the network news and public access broadcast experience to quickly assess emergency situations of importance to our viewers and the ability to craft, produce and air, either on-camera or with voice-over and bulletin board messages local information vital to our residents. During these critical events precipitated by weather or breaking news our team has the knowledge to act decisively, responsibly and coordinate production capabilities quickly to alert our viewers of potential impending threats and/or danger to life and property. We have done so in our past assignments, including PEG / public access television, and can apply this training as Operator of Time Warner Cable Channel 25.

In addition, our applicant team has a depth of experience in PEG / public access and commercial television working with Government elected officials assisting them in reaching their constituents. As such, we have produced as technical support television specials, multi-segment reports and regularly scheduled programs for a wide array of elected officials. Similarly, our team has more than three decades talent experience in conducting interviews for broadcast of elected Government representatives. Both in a technical capacity and as talent, our team has similarly worked with government agency staff representatives to publicize and promote newsworthy campaigns, events and to discuss issues of interest to viewers.

Another facet of our team's background that adds to our qualifications is the public access and commercial television experience we possess working with community-based groups and non-profits in for-broadcast projects. Since 1972, members of our applicant group have worked in multiple markets including the top-five television markets in the United States to connect stakeholders with the broader community sharing their successes, challenges and requests for increased support and engagement by other residents. This is particularly important for the successful operator of Time Warner Cable Channel

25 in endeavoring to bring together a multiplicity of interests and issues and present them effectively to the audience.

As importantly, our applicant team has direct PEG experience in providing live coverage of City Council, School Board and Planning Agency meetings for public viewing via public access television. This aspect is also important in the event that Time Warner Cable Television Channel 25 personnel are needed to assist with any of these types of events of public interest. These assignments require that the operator be trained and knowledgeable in safety procedures, interaction with the public and the ability to properly and lawfully broadcast and document a public meeting for viewing-on-demand (VOD). Related to this aspect of our qualifications, our group possesses a fully bilingual producer and technical staff to understand and follow proceedings in the above-referenced projects. We believe this is especially important in an increasingly diverse community like Oxnard.

REFERENCES:

Peter Scovill
Time Warner Cable
Westlake Village, CA
(818) 879 – 5993

David Tuomi
Time Warner Cable
Westlake Village, CA
(818) 879-5993

Oleg Litvak
Time Warner Cable
Santa Monica, CA
(310) 315-4494 / (310) 663-1071

John Zaragoza
Supervisor
County of Ventura
805.654.2613

Eleanor Torres
President, School Board
El Rio School District
(805) 485-3111

Mike Aranda
Captain
Ventura County Sheriff's
(805) 654-9511

Project Approach

Oxnard is a community located between the nation's second-largest television market (Los Angeles) and a market ranked #122 (Santa Barbara). At present, no station has a full-time news bureau solely covering Oxnard although two stations, KEYT Ch. 3 and CBS2 regularly assign news crews to provide coverage to events throughout the Central Coast, most often stories linked to crime-blotter type events. The reason why Oxnard does not have full-time news bureaus relates directly to the number of viewers and in turn, current advertisers active within our region. There is simply not enough of a critical-mass of businesses advertising on television to justify a greater investment, even to operate a full-time news bureau, the cost of which is an estimated \$500,000 annually.

Our analysis confirms an even greater financial challenge faces the successful applicant selected to operate Time Warner Cable Channel 25. This is based on the fact that unlike a broadcast television station that has the programming support of a network to supplement content, a local public access station in Oxnard will have to generate 100-percent of its content on a consistent basis and of a quality and nature that regularly attracts the greatest number of viewers possible. This is essential to interest program advertisers or sponsors seeking volume and willing to pay commensurate rates. The following are the rates for 30-second commercials being sold in Ventura County by Time Warner Cable Television for stations with which Channel 25 will be competing:

Station	Rate
• Animal Planet -	\$ 1.00
• BET -	1.00
• Discovery -	19.00
• ESPN Deportes -	2.00
• ABC Family -	8.00
• FOX Sports -	2.00
• MTV -	5.00
• GALAVISION -	2.00
• NICK -	5.00
• Cartoon -	3.00
• TRU -	3.00

A typical hour of programming allows for a maximum of 16-minutes of commercials or 32 spots per hour. Even if 100-percent of the available spots are sold, and we assume a rate of \$4.45 by averaging all of the preceding stations, the most revenue an hour of content can generate is \$142.40 per hour. It is clear that this level of income is insufficient to support the level of quality our applicant group, comprised of experienced broadcast and public access television professionals, expects and believes Oxnard deserves from Time Warner Cable Channel 25.

Similarly, funding for this entity from Corporate philanthropy is erratic at best and given present economic conditions, all non-profits in Ventura County are experiencing a downturn in donations and grants. Our research of public access televisions stations throughout California and beyond reveals that on average 1-3% of annual cash revenue is derived from grants and corporate donations. The largest single source of support (70-80%) is *in-kind* donations made by Corporate partners. Depending on location, the type of in-kind services or products vary with the Corporate entities that are headquartered in the specific community. The remaining 15-17% is obtained from individual donations contributed by viewers and/or producers.

Given this reality, our applicant group has developed the following strategy to achieve the necessary financial viability which we will address in three parts: (1) Operations, (2) Management and (3) Programming:

1. OPERATIONS – Rather than attempt to build a stand-alone facility, our group has entered into agreements with two production partners: (a) Time Warner Cable Television which has agreed to provide full access to their studio facilities and co-production support on specific types of larger projects. In return, our content will also be aired on Time Warner Cable Television Channel 858 (Spanish) and Time Warner Cable Television Channel 101 (English), and (b) RCC Entertainment Productions which has agreed to provide full access to their fully-equipped 14,000 square foot indoor facility. The latter will afford us the ability to generate stage productions and interviews with a live audience capacity of up to 650 people. Further, our core team is comprised of experienced broadcast television and New Media professionals who are fully cross-functional with each member trained and qualified to shoot video, edit, ingest and distribute content. This allows for maximum flexibility in daily channel operations given that the bulk of our activity is focused on program-related functions.
2. MANAGEMENT – Our Management team specializes in Producer and Executive Producer responsibilities which include concept-to-completion capabilities including funding, production

and distribution. Also, this core group has extensive editorial and administrative experience required to properly evaluate incoming content for FCC-PUC compliance and from a technical quality perspective. All managers will be line-focused with an emphasis on content development including identifying and recruiting a wide array of Producers who can also help generate programs as well as doing community outreach to partner with educational centers that can bring new Producers into the process. Also, they will help mentor individuals who are interested in learning television production skills. Each of the managers will participate in training programs for community-based "citizen journalists" interested in participating as contributors to Time Warner Cable Television Channel 25.

3. PROGRAMMING – This aspect of Time Warner Cable Television Channel 25 will be one of the most decisive elements to achieving the full potential of the project. Our experience suggests that the first step required is creation of a Programming Clock and matching content submitted to the appropriate position or time slot within the clock. Also, it is essential that in evaluating the placement of the content, consideration be given to the suitability of the program(s) to the larger regional platform with the goal of developing a perceived content standard that will garner viewer attention and advertiser support. Additionally, our goal is to develop original content that educates viewers, among them Spanish-speaking immigrants through the creation of "useful reality" programs that teach about law, health, energy/sustainability, business, housing and employment. Again, these segments are designed to air on a regional platform also to generate revenue.

In summary, our Project Approach is to develop Oxnard as a production hub that serves to create programming content of interest to a larger regional audience, Spanish-speaking, bilingual and English-speaking. By reaching the entire Southern California Designated Market Area (DMA), we propose catapulting Time Warner Cable Television Channel 25 into a respected production center that also showcases the very positive attributes of Oxnard as the gem of California Central Coast. To do so, we will encourage programs that promote the natural beauty, economic vibrancy and community fabric that makes Oxnard one of the truly unique cities in America. The undertaking is challenging and will require the participation and support of a wide array of Producers, volunteers and financial patrons from advertisers to Corporate Partners who wish to be align with quality local television. Simply put Time Warner Cable Television Channel 25 can become the standard in public access stations.

David V. Cruz

818 689-9991 – davidcruz@brightflashmedia.com

QUALIFICATIONS

Experienced Broadcast Journalist / Bureau Chief with extensive background in foreign news assignments in Mexico, Latin America and the Southwestern United States for both Spanish and English language networks and O&O's. In-depth training and knowledge in all aspects of dual language field reporting and live Reporting/Anchoring including writing, producing, shooting and editing. Possess expert ability at identifying and developing news sources and working in conflict zones.

CAREER HIGHLIGHTS

▪ **Executive Producer – BrightFlash Media – 04/2008 to Present**

My role is to create, produce and distribute independent Spanish and English news content for television, online and mobile platforms focusing on issues impacting Latinos in the United States. Have launched "Tu y La Ley" (You and the Law), "El Guardian" (The Guardian) and "Tu Salud" (Your Health) as instructional public affairs projects for first generation monolingual Spanish-speaking Latinos and 2nd and 3rd generation Latino audiences. Also, have produced "Hispanics in Crisis" reports that highlight the on-going immigration battle.

▪ **General Assignment Reporter/ News Anchor - NBC TV, Los Angeles – 11/96 - 06/07**

Enterprised the majority of daily assignments focusing on the Southern California Latino Market, an untapped segment of the population. Successfully broke significant stories involving widespread criminal gang activity, corruption within law enforcement agencies, consumer fraud and child predators. Also, established extensive five-county beat with elected officials, private sector sources and street informants for a constant flow of potential story leads. Developed sources in Mexico that led to major assignments I undertook on religious cults, drug trafficking and human smuggling. Recipient of a 2005 National Emmy for MSNBC Report, "Hispanics in America".

▪ **Anchor / Executive Producer – La Voz de Texas – Hefel / CNN Spanish Radio – 08/93 – 10/96**

Created and launched nation's first bilingual nationally-syndicated news/public affairs radio program based at Hefel Broadcasting KESS/1270AM in Dallas, Texas with special reports aired to more than 200 stations in the United States and Mexico enabling stations to tap into dual audiences through grammatically-accurate simultaneous translation.

PREVIOUS EXPERIENCE

▪ **Bureau Chief / Reporter – Anchor – KPIX TV, San Francisco**

Expanded the news reach and demographic penetration into a highly-diverse ethnic community. Responsible for linking San Jose and Oakland with our primary San Francisco coverage. Additionally, I anchored a weekday newscast.

▪ **News Director – KWEX TV, UNIVISION, San Antonio, Texas**

Managed a 15-person news team and served as Managing Editor/Anchor. Launched network's videotape-based field newsgathering operations and developed best practices for stations in Texas, California and New York.

ADDITIONAL QUALIFICATIONS

- Fluently Bilingual (Spanish / English); NBC TV Network Simulcast Translator
- Possess extensive sources in Government, Law Enforcement and CBO's throughout U.S. and Mexico.

CAREER ACHIEVEMENTS

- *Emmy, 2006*, "The New Americans – A National Perspective on Immigration", MSNBC
- *Emmy, 2005*, Best Newscast Coverage – "Double Kidnapping", NBC4 TV, Los Angeles
- *Emmy, 2004*, Best Live Reporting – "Shooting at LAX", NBC4 TV, Los Angeles
- *Golden Mike, 2003*, Best Daytime Newscast in Southern California, NBC4 TV
- *Emmy, 1981*, Investigative News Report, "Child Predators: A Growing Danger", KPIX TV

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STEVEN L. SALINAS
805.746.4945 stevensalinas@yahoo.com

QUALIFICATIONS

Proficient in PC and Mac operations, including configuring and installing software and hardware; knowledgeable of operating systems and applications including: Windows environments, Microsoft Office Suite (Word, Excel, Outlook, and PowerPoint). Certified Digital Multimedia Production Technician. Extensive training and experience in Digital Multimedia/Video Creation/Video Editing/Graphic Design/Desktop Publishing using state of the art software and equipment. Final Cut Pro Editing Software, Adobe Premiere Video Editing Software.

PROFESSIONAL EXPERIENCE

TIME WARNER CABLE, Westlake Village, CA 2004 - 2009

Public Access Coordinator/Master Control Operator/Customer Service

Managed the operation of three cable television channels in three cities.

Responsible for master control operations and programming schedules for each channel.

- Maintained all playback record keeping. Developed and published weekly program schedule.
- Received and prepared programs from public, schools and government.
- Troubleshoot all playback difficulties, traffic irregularities, and responds to programming inquiries.
- Extensive customer service responsibility and experience.
- Oversaw development and maintenance of on-air bulletin board messages.

· Camera Operator, Master Control Operator, Video Editor

COMMUNITY ACCESS PARTNERS OF SAN BUENAVENTURA, Ventura, CA 2001 - 2004

Programming Manager

Responsible for playback and programming functions for public access television

- Developed reporting systems and maintained all playback record keeping.
- Received and prepared programs from public, schools and government
- Developed and published bi-weekly program schedule.
- Troubleshoot all playback difficulties, traffic irregularities, and responded to inquiries from viewers.
- Oversaw development and maintenance of on-air bulletin board messages.
- Supervised four part-time employees.
- Outreach to community producers and community groups.
- The ability to work with public officials and representatives from various government agencies.
- Camera Operator, Master Control Operator, Video Editor

City of Ventura, Ventura, CA 2001

Production Technician

Responsible for production tasks including live coverage of public meetings, using multi-camera broadcast studio and field production. Managed the operation of touch screen master control switcher, white and color balancing of cameras, lighting and audio production.

- Strong knowledge of Frame Rate graphic software for bulletin board creation and extensive knowledge of computer operations.
- The ability to work with public officials and representatives from various government agencies.
- The ability to make split second decisions about live productions and troubleshooting equipment errors and malfunctions. Extensive customer service skills.

RACEWAY PRO-MOTIONS, Oxnard, CA 2000

Videographer/Video Editor

- Cameraman and editor for one hour television show, broadcast on KADY television.
- Camera operator for live sports production and in-house promotional spots.
- Audio production and audio dubbing for on air productions.
- Non-linear editing using Final Cut Pro software.
- Computer hardware and software installation, and troubleshooting, using Mac G4.

EDUCATION

- AS, Business Information Systems, Ventura College, Ventura, CA
- AA, Business, Ventura College, Ventura, CA
- Certificate in Digital Multimedia, Technology Development Center, Ventura, CA

Carlos J. Licea de Varona
162 East Bowling Green Port Hueneme, CA 93041
carlosjlicea@mac.com or carlosj48@gmail.com

Work History:

2006-2006. Page designer. Mi Estrella, Spanish-language edition of The Ventura County Star, Camarillo, California.
1999-2006. Night News Editor, the Daily Press, Ashland, Wisconsin.
1992-1999. Mac Systems Consultant for several companies in Miami, Fl.
1986-1997 Photo Editor and Assistant Photo Editor at El Nuevo Herald in Miami, Florida (concurrent with previous employer)
1996-1998 Consultant - Production Manager with Wragg & Casas Public Relations Inc. in Miami, Fl.
1983-1986 Managing Editor, La Prensa weekly in Orlando, Fl.
1980-1983 Assistant Managing Editor, El Mundo, San Juan, P.R.
1977-1980 Deputy News Editor, The Orlando Sentinel, Orlando, Florida.
Other jobs include police reporter for the Miami News, Reporter and designer for El Herald/Miami Herald, Deputy News Editor at the Orlando Sentinel and bureau chief for the Tampa Tribune suburban east county editions.

Accomplishments:

- Trained and fine tuned more than 100 clients' and employers' employees in the following software programs: QuarkXpress, Adobe InDesign, InCopy, Photoshop and Macromedia Freehand.
- As news editor and photo editor and production manager in about 20 publications, I have met the assigned deadlines with a 95 percent level of accuracy. This resulted in considerable overtime savings at several organizations.
- As a consultant, assisted three international dailies to establish publications from the ground up, including editorial areas, production facilities and computer systems.
- Changed the approach of publications such as Mi Estrella in Ventura, Ca.; Daily Press in Ashland, WI and El Zuliano in Maracalbo, Ven. to enhance reader interest and potential growth.
- Directed the transition of a major city daily from film to digital lowering production costs by 40 percent.
- Served as bridge builder with companies, clients and employees of diverse ethnic, cultural and language background to improve communication.

Education:

Graduated with a Bachelor of Science in Journalism from the University of Florida in 1972. Also hold a Certificate in Latin American Studies from the same institution.
I also have certificates from the American Press Institute design seminar and the Mac-track info graphics seminar from the Poynter Institute.

La Fuerza Latina Health Association
 David Cruz dba BrightFlash Media
 Time Warner Cable Television CH25 Budget

EXPENSES						
Year One						
Staff	Hrly Rate	Development Phase	Annual	Other	Sub-Total	Balance
David Cruz	75	1548	116100			
Steven Salinas	35	2064	72240			
Carlos Licea	60	1248	74880			
Marco Benitez	25	2064	51600			
Production						
Location				100000		
Studio				75000		
Crew				90000		
Equipment				200000		
					-779820	
REVENUE						
Sponsored Prog				630000		
Corporate				90000		
Advertising				135000		
Donations				45000		
					900000	120180

EXPENSES						
Year Two						
Staff	Hrly Rate	Mo. Hrs.	Annual			
David Cruz	85	1548	131580			
Steven Salinas	45	2064	92880			
Carlos Licea	70	1248	87360			
Marco Benitez	35	2064	72240			
Production						
Location				175000		
Studio				120000		
Crew				160000		
Equipment				300000		
					-1139060	
REVENUE						
Sponsored Prog				980000		
Corporate				140000		
Advertising				210000		
Donations				70000		
					1400000	260940

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State of California Secretary of State

N

Statement of Information

(Domestic Nonprofit, Credit Union and Consumer Cooperative Corporations)

Filing Fee: \$20.00. If amendment, see instructions.

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. CORPORATE NAME

La Fuerza Latina Health Association

This Space for Filing Use Only

Due Date:

Complete Principal Office Address (Do not abbreviate the name of the city. Item 2 cannot be a P.O. Box.)

2. STREET ADDRESS OF PRINCIPAL OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
650 Meta Street, Second Floor	Oxnard	CA	93030
3. MAILING ADDRESS OF THE CORPORATION, IF REQUIRED	CITY	STATE	ZIP CODE
Same as above			

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

4. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
Roberto S. Juarez	2166 Morongo Drive	Camarillo	CA	93012
5. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
Tony Alatorre	1010 Junewood Court	Oxnard	CA	93030
6. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
Christina M. Velasco	2438 Kentia Street	Oxnard	CA	93036

Agent for Service of Process (If the agent is an individual, the agent must reside in California and Item 8 must be completed with a California street address (a P.O. Box address is not acceptable). If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 8 must be left blank.)

7. NAME OF AGENT FOR SERVICE OF PROCESS	CITY	STATE	ZIP CODE
David Cruz			
8. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
30451 Caspian Court	Agoura Hills	CA	91301

Davis-Stirling Common Interest Development Act (California Civil Code section 1350, et seq.)

9. Check here if the corporation is an association formed to manage a common interest development under the Davis-Stirling Common Interest Development Act and proceed to Items 10, 11 and 12.

NOTE: Corporations formed to manage a common interest development must also file a Statement by Common Interest Development Association (Form SI-CID) as required by California Civil Code section 1363.6. Please see instructions on the reverse side of this form.

10. ADDRESS OF BUSINESS OR CORPORATE OFFICE OF THE ASSOCIATION, IF ANY	CITY	STATE	ZIP CODE
11. FRONT STREET AND NEAREST CROSS STREET FOR THE PHYSICAL LOCATION OF THE COMMON INTEREST DEVELOPMENT (Complete if the business or corporate office is not on the site of the common interest development.)	9-DIGIT ZIP CODE		
12. NAME AND ADDRESS OF ASSOCIATION'S MANAGING AGENT, IF ANY	CITY	STATE	ZIP CODE

13. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

03/30/2011 Roberto S. Juarez CEO
DATE TYPE/PRINT NAME OF PERSON COMPLETING FORM TITLE

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STATE OF CALIFORNIA
 EXEMPT ORGANIZATIONS UNIT MS F120
 FRANCHISE TAX BOARD
 PO BOX 1286
 RANCHO CORDOVA CA 95744-1286

Notice Date:

APPLICATION FOR CERTIFICATE OF REVIVOR

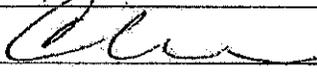
La Fuerza Latina Health Association
 650 Meta Street
 Second Floor
 Oxnard, CA 93030

Before the California Franchise Tax Board

In the Matter of the Application for Certificate of Revivor of:

Entity Number : C1855903
 FEIN Number :
 SOS Number :
 Entity Name : La Fuerza Latina Health Association
 Address : 650 Meta Street, 2nd Floor, Oxnard, CA 93030

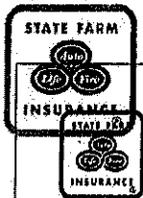
I request relief from suspension or forfeiture for this entity. I previously submitted or I am enclosing all required payments, returns, or documents.

Print Name Christina M. Velasco Title Chief Financial Officer
 Signature  Date 3-30-11
 Daytime Phone Number (805) 659-1740

Those who can sign this application on behalf of an entity (domestic or foreign) include:

- Any stockholder, creditor, member, general partner, or officer.
- Any person having an interest in relief from suspension or forfeiture.

Domestic entities can also have a majority of the surviving trustees or directors sign on their behalf.



BINDER-RECEIPT

- STATE FARM FIRE AND CASUALTY COMPANY
- STATE FARM GENERAL INSURANCE COMPANY
- STATE FARM FLORIDA INSURANCE COMPANY
- STATE FARM LLOYDS

- Apartment
- Rental Dwelling
- Condominium Association
- Business
- Church
- Other

Name LA FUERZA LATINA HEALTH		Effective Date: 04-04-2011
Co-applicant's Name (if applicable)		D/B/A
Mailing address	Number and Street 650 META ST FL 2	City or Town OXNARD
State CA	ZIP Code 93030-7182	County

POLICY/COVERAGE FORM	INSURANCE LIMITS	PROPERTY OR INTERESTS COVERED	LOCATION AND DESCRIPTION OF PROPERTY OR INTERESTS	PREMIUM
Business	10000	personal property	650 Meta St FL 2, Oxnard, CA 9	500
Liability:				
<input checked="" type="checkbox"/> Business Liability <small>NOTE: The Annual Aggregate and products/completed operations aggregate limits are equal to 2 times the occurrence limit.</small>	Each Occurrence 1000000			500
<input type="checkbox"/> Personal Liability	Each Occurrence			
<input type="checkbox"/> Medical Payments	Each Person			
<input type="checkbox"/>				
<input type="checkbox"/>				

Deductibles: **500**

Name and Address of Mortgagee/Other Interest:

Total Premium	\$	500
Amount Paid	\$	0.00

City of Oxnard Risk Management, 300 West Third St, Su 302, Oxnard, CA, 93030

Loan Number:
C1855903

State Farm® will provide coverage to the applicant and his or her legal representative on the property described for up to ninety (90) days from the Effective Date, subject to all terms and conditions of the policy and endorsements for which application has been made. If no Effective Date is indicated, this Binder does not provide any coverage. This Binder will be void when the declarations page is issued on the policy for which application has been made or when coverage under this Binder is canceled in accordance with policy provisions.

The premium due State Farm for the coverage provided by this Binder will be the full annual premium for the policy for which application has been made, and will be pro-rated for the length of time coverage is provided under this Binder.

If coverage in this Binder replaces coverage in other policies terminating at 12 Noon (Standard Time) on the inception date of this Binder, this Binder will be effective at 12 Noon (Standard Time) instead of 12:01 a.m. Standard Time.

Agent's Code Stamp
Paul Houle A
3022 Telegraph Rd
Ventura, CA, 93003-3217
(805)653-0214

AGENT: It is very important that you mail a copy of the Binder and a completed application to this Company on the day issued.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/04/2011

Paul Houle Jr, Agent Lic. # 0491441

3022 Telegraph Road
Ventura, CA 93003-3217
Bus 805 653 0214
paul.houle.b8vt@statefarm.com

THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
LA FUERZA LATINA HEALTH ASSOCIATION
650 META STREET, 2ND FLOOR
OXNARD, CA 93030

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: State Farm General Insurance Company 25151	25151
INSURER B: State Farm Mutual Auto Insurance Company 25178	25178
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
X	X	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	90 BW T317 0	04/04/2011	04/04/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$
	X	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	55 1257 F01	04/04/2011	11/04/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WG STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
BUSINESS OFFICE CITY OF OXNARD AS ADDITIONAL INSURED WITH PRIMARY WORDING AND WAIVER OF RIGHTS

CERTIFICATE HOLDER

CITY OF OXNARD
RISK MANAGER
REFERENCE #c1855903
300 W THIRD STREET, SUITE 302
OXNARD, CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
PAUL A HOULE, JR

ATTACHMENT #1

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ATTACHMENT #1

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**MEMORANDUM OF UNDERSTANDING
FOR OPERATION OF OXNARD'S PUBLIC ACCESS CHANNEL**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into this ___ day of _____, 2011 by and between the City of Oxnard, California, a municipal corporation, (the "City"), and _____, a California public benefit corporation and recognized 501(c)(3) tax-exempt organization in good standing (Federal Employer Identification Number _____, "Operator"), whose address is _____, Oxnard, CA _____.

RECITALS

WHEREAS, public access channels are available for use by the general public, but are not mandated by Federal or State law. Rather, they are a right given to the City, as the franchising authority, which it may choose to exercise;

WHEREAS, unlike commercial television, the content of public access programming is intended to serve the City's residents and is only limited by the Federal, State and local rules and regulations, including that the programming be noncommercial;

WHEREAS, Oxnard's Public Access Channel ("OPAC") is designated as Time Warner NY Cable LLC d/b/a Time Warner Cable Channel 25 and Verizon California, Inc. Channel 38, to give members of the Oxnard community the opportunity to write, produce, direct, and perform their own cable television programs free of charge. People who normally are not allowed easy access to the mass media find a powerful resource for local expression through public access. It is intended that a majority of public access programs transmitted on OPAC be produced locally by non-professionals;

WHEREAS, the City currently has sole control over the programming that appears on OPAC pursuant to California Public Utilities Code § 5870 and 47 USC § 531;

WHEREAS, production of non-governmental programming that is locally produced and is relevant to the residents of the City is of substantial benefit to its citizens;

WHEREAS, the City lacks the resources to produce and manage non-governmental local programming and wishes to utilize Operator's services to improve the quality and quantity of locally produced programming that appears on OPAC and facilitate access, training, education and support to the Oxnard community;

WHEREAS, the City believes that entering into a pilot program with Operator is the appropriate mechanism to determine whether authorizing a private party to provide such services is the best method to meet the City's needs;

WHEREAS, Operator has expertise in operating public access television facilities and producing local programming;

WHEREAS, Operator has proposed to operate OPAC and assist City residents in producing programming on a trial basis; and

WHEREAS, Operator intends to fund OPAC operations and programming through underwriting, advertising, and sponsorship recognition.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

A. Scope of Services.

Operator shall perform the following services (hereinafter the "Services") in a professional manner:

1. Hours of Programming. Operator shall air on OPAC at least 56 hours per week of video programming (the "Programming"). When calculating the hours of the Programming that Operator airs, advertising, underwriting, or sponsorship recognition shall be considered Programming for these purposes if it does not exceed 6 minutes per 30-minute transmission. For example, if Operator adds 6 minutes of advertising, underwriting or sponsorship recognition to a Programming segment that is 24 minutes in length, then Operator shall be considered to have aired 30 minutes of Programming. The Programming must be "non-commercial" within the meaning of California Public Utilities Code § 5870, of particular interest to Oxnard residents, and distinct from any programming which would appear on traditional commercial television.

2. Direct Contact With State Video Franchisees. Operator shall take all steps reasonably necessary to ensure that the Programming is timely and properly carried on OPAC by Time Warner NY Cable LLC d/b/a Time Warner Cable and Verizon California, Inc., ("State Video Franchisees") when such service becomes technically available. This includes arranging with the State Video Franchisees for the installation of any facility necessary for Operator to transmit the Programming to the State Video Franchisees to be aired on OPAC, timely transmitting the Programming, and promptly notifying the City if a State Video Franchisee fails to timely or professionally air the Programming. Operator shall ensure Programming is transmitted in a format compatible with each State Video Franchisee's system, or in an industry standard format, in accord with California Public Utilities Code § 5870(g)(1).

3. Facility to Produce Quality Local Programming. Operator shall make available to the organizations and individuals specified in Paragraph A(9) of this MOU the necessary equipment, resources and training to produce Programming and use OPAC to effectively convey their messages. Operator acknowledges that a State Video Franchisee is under no obligation to make available production facilities or equipment, including the facility located at 721 Maulhardt Avenue Oxnard, CA. 93030. The Programming must be of a contemporary quality and of the highest standard for non-commercial television material, and shall be produced in partnership with Oxnard residents and/or community organizations in order to promote civic dialogue on issues of importance to members of the Oxnard community. Operator shall conduct outreach to the various segments of the public in a way which encourages a diversity of programming to meet the needs of the Oxnard community

4. Preemption of Programming. Notwithstanding any other provision of this MOU, if the City wishes to override any Programming to provide information, news, or programming which the City reasonably deems to be of broad community interest, which includes, but is not limited to a transmission of any City Council meeting, or meeting of any other governmental body, the City may do so. If this occurs, then Operator's obligation to air 56 hours of Programming per week is decreased by the total length of time that the City overrides any Programming pursuant to this Paragraph A(4).

5. City Has Discretion to Remove Programming. If, in its sole and unfettered discretion, the City determines that particular Programming is not consistent with the terms of this MOU, the City may unilaterally require Operator to not air that Programming. If the City opts to require Operator to not air that Programming, and there is substantial evidence that the City's decision was reasonable, then the prohibited Programming shall not count toward the minimum requirement to air 56 hours per week of Programming.

6. Compliance with Laws and Local Regulations. All Programming and all of Operator's operations must comply with all federal, state, and local laws, regulations and authorities addressing access or transmission requirements, including 18 USC § 1468 regarding distribution of obscene material over a cable system.

7. Compliance with Policies and Procedures Manual. Within six (6) months of the date this MOU is approved by the City Council of the City, Operator shall submit for City review and approval a policies and procedures manual (the "Manual"), which shall include non-discriminatory practices for the use and access to facilities and resources designated for the production of Programming and ensure Oxnard residents have fair and equitable access to and use of OPAC facilities and services free of charge. The Manual shall also provide policies for the scheduling of Programming transmitted on OPAC, including scheduling priority for locally-produced Programming. The City or Operator may amend the Manual from time to time, and any such amendments shall take effect thirty (30) days after adoption by the City Council. Prior to the effective date of an amendment to the Manual, any actions taken by Operator that are consistent with the prior Manual procedures, but inconsistent with said amendment, shall not constitute a material breach of this MOU. Thereafter, Operator shall fully comply with the amended Manual.

8. Non-Offensive and Non-Partisan. The Programming must be non-offensive to the reasonable viewer. Political issues may be discussed as part of the Programming, so long as such Programming is non-partisan and objective in its presentation of the issues. In no event shall any advertising, underwriting or sponsorship recognition in any way relate to any political matter, including any campaign, unless doing so is legally required and Operator notified the City in writing that it is legally required to allow such advertising, underwriting or sponsorship recognition.

9. Locally Produced. One hundred percent (100%) of all Programming shall be "locally produced video programming" as that term is defined in California Public Utilities Code § 5870(d)(2), with the City of Oxnard as the applicable franchise area.

10. Community Bulletin Board and Online Resource. Operator shall air information on OPAC about City services and Oxnard community events using a text and graphics community bulletin board to display messages to the public. Messages should address events and activities of interest to the Oxnard community and must meet all applicable policies and procedures set forth in the Manual. Operator shall update community bulletin board information on a weekly basis. The community bulletin board shall also advertise the OPAC Programming schedule. Operator shall also develop an online resource (i.e., website) that provides detailed and updated news and information regarding OPAC, including outreach, trainings, facilities, services, and Programming schedule. Operator shall investigate and pursue alternative methods to transmit OPAC Programming, such as internet-based distribution.

B. Grants, Funding, Advertising, Underwriting or Sponsorship Recognition.

Operator shall diligently pursue available grants and funding to pay for facilities, equipment, equipment maintenance, utilities, staff, and organizing volunteers for OPAC. To fund OPAC-related activities, Operator may interrupt Programming for a maximum of six minutes of every 30 minute segment of Programming with "advertising, underwriting, or sponsorship recognition" within the meaning of California Public Utilities Code § 5870(b). If and when, in a particular quarter, after expenses, Operator makes a profit from "advertising, underwriting or sponsorship recognition," Operator may keep those profits to the extent that doing so would not cause Operator to have, calculated since the inception of the MOU, obtained a profit from operating pursuant to this MOU. To the extent that there are any excess profits, such profits shall be deposited with the City for use only for activities authorized by California Public Utilities Code § 5870.

C. Management Standards and Provision of Information.

Operator shall maintain generally accepted accounting, budgeting, and business systems and practices for the operation, protection, investment, oversight and management of OPAC resources. At such times and in such forms as the City may require, the City shall be promptly furnished with such statements, records, reports, data and information, as the City may request pertaining to matters covered by this MOU, including State and Federal tax returns filed by Operator, as well as documents governing Operator's operations, such as Operator's bylaws, rules and procedures for the production of Programming, and policies relating to advertising, underwriting or sponsorship recognition. The City shall have the right to audit all information reasonably related to this MOU. Unless authorized by the City, Operator will not release any information concerning the work product including any reports or other documents prepared pursuant to the MOU until the final product is submitted to the City. Unless expressly waived by the City in writing, Operator shall provide to the City the following documentation on a quarterly basis:

1. Programming: Listing of the Programming (including identification of locally produced Programming), and other relevant activities.
2. Income Statement: An income statement detailing OPAC's activities.
3. Balance Sheet: A balance sheet detailing OPAC's activities.
4. Organizational charts detailing management responsibilities.
5. Projections: A written summary of projected income, funding strategies, operating expenses, and Programming.
6. Performance Reports: Written report detailing compliance with the requirements and purposes of this MOU.

In addition, Operator shall provide to the City by January 31 of each year this MOU is in effect, an annual report that shall include, but not be limited to, a summary for the prior calendar year of Operator's budget, Programming produced, public outreach efforts, and any other indicators of services provided; and projections and goals for the current calendar year.

D. Record Retention.

Records shall be maintained by Operator in accordance with applicable law and requirements prescribed by the City with respect to all matters covered by this MOU. Except as otherwise authorized by the City, such records shall be maintained for a period of three (3) years. All documents provided to the City pursuant to this MOU shall be considered Public Records.

E. Term.

This MOU shall be effective on the first date that signatures of authorized representatives are affixed to this MOU (the "Effective Date"). This MOU shall terminate three (3) years after the Effective Date, provided the City Council has approved the Manual within one (1) year after the Effective Date. If the City Council has not approved the Manual within such time, this MOU shall terminate one (1) year after the Effective Date. Upon termination of this MOU, Operator shall cease to be City's designee for purposes of providing public access Programming pursuant to California Public Utilities Code § 5870(b) and shall have no right to transmit Programming on OPAC.

F. Effect on Future Negotiations.

The parties agree that in no event shall the existence of this MOU suggest that the City will in the future opt to authorize any party, including Operator, to create Programming to appear on OPAC. Operator, on behalf of itself, and any party providing Services pursuant to this MOU, expressly disclaims any right, either by law or equity, to obtain any recompense regarding any City decision on whether and how to provide any Programming at the termination of this MOU, regardless of any future oral communications between the parties.

G. Personnel.

1. Operator Provides Own Personnel. Operator represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this MOU. Any work performed by such personnel shall be considered as completed by independent contractors and not by employees of the City.

2. Services Provided Only by Operator. All the Services required hereunder will be performed by Operator or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

H. Insurance and Indemnification.

1. Insurance Required. Operator shall obtain and maintain during the performance of the Services under this MOU the insurance coverage as specified in Exhibit INS-B, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the City's Risk Manager, unless the Risk Manager waives, in writing, the requirement that Operator obtain and maintain such insurance coverage. Such insurance shall also include broadcasting liability (media perils) coverage with liability limits in amounts not less than two million dollars (\$2,000,000) per occurrence insuring against claims arising from broadcast, utterance, dissemination, or publication of any kind by any method, including but not limited to claims for libel, slander, defamation or any invasions of rights or privacy. Operator shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage required by this Paragraph H(1) as specified in Exhibit INS-B. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-B. Maintenance of proper insurance coverage by Operator is a material element of this MOU. Operator's failure to maintain or renew insurance coverage or to provide evidence of renewal may be considered as a material breach of this MOU.

2. Indemnity. Operator agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this MOU performed by Operator or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Operator's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which Operator or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Operator's behalf would be held strictly liable.

I. Publication, Reproduction and Use of Material.

Operator shall hold the copyright for all Programming. The City shall have an unrestricted license to broadcast, publish, disclose, distribute and otherwise use, in whole or in part, any Programming prepared under this MOU. Such license will continue after the termination of the MOU.

J. Termination for Cause.

If, through any cause, Operator fails to fulfill in a timely and proper manner its obligations under this MOU or if Operator violates any of the covenants, agreements, or stipulations of this MOU, the City may provide Operator with written notice of such violation(s). If Operator fails to diligently pursue a cure of all such violation(s) within fourteen (14) days of its receipt of such notice, or if, for any reason, all such violation(s) are not cured within thirty (30) days of receipt of the written notice, the City may terminate this MOU by giving ten (10) days written notice to Operator of such termination and specifying the effective date of such termination. In this event, Operator shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this MOU by Operator.

K. Miscellaneous Provisions

1. Independent Contractor. Neither Operator, its affiliates, subsidiaries, or any other party related to Operator, including any of their employees, agents or assigns, shall be considered to be employees of the City of Oxnard for any purpose whatsoever. Rather, Operator, and any other party performing any duty relating to this MOU shall be an independent contractor. Operator further agrees that neither it nor its employees, agents or assigns are entitled to any benefits from the City unless expressly authorized pursuant to this MOU.

2. Discrimination Prohibited. In performing the Services required hereunder, Operator shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, physical handicap or disability, as defined in the Americans With Disabilities Act, gender, veterans status, sexual orientation, gender identity or medical condition.

3. Assignment. Operator shall not assign any interest in this MOU and shall not transfer any interest in this MOU (whether by assignment or notation), without the prior written consent of the City.

4. Construction and Severability. If any part of this MOU is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this MOU so long as the remainder of the MOU is reasonably capable of completion.

5. Notices.

Any notices to Operator may be delivered personally or by mail addressed to [Enter name of Operator], [Enter Operator's address], [Enter City], Enter State and Zip], Attention: [Enter Principal-in-Charge].

Any notices to City may be delivered personally or by mail addressed to City of Oxnard, [Enter Department or Division Name], [Enter Address], Oxnard, California 93030, Attention: [Enter Project Manager].

6. Entire MOU. This MOU contains the entire MOU of the parties and supersedes any and all other agreements or understandings, oral or written.

7. Amendment. City and Operator agree that the terms and conditions of the MOU may be reviewed or modified at any time. Any modifications to this MOU, however, shall be effective only when agreed upon in writing by both the City and Operator.

8. Authority. The person signing this MOU for Operator hereby represents and warrants that he/she is fully authorized to sign this MOU on behalf of Operator and to bind Operator to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the City and Operator have executed this MOU as of the date first above written.

CITY OF OXNARD

OPERATOR

Dr. Thomas E. Holden, Mayor

[name/title]

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Alan Holmberg, City Attorney

James Cameron, Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Edmund F. Sotelo, City Manager

Christina Aerenlund, PIO
Project Manager

