



**TO:** Mayor and Councilmembers

**FROM:** Carmen Nichols, Deputy City Manager

**CONTACT:** Dana Grossi, Management Analyst

**SUBJECT:** Reconsideration of 2018-19 City Grant Program Funding: Las Noticias en Confianza

**RECOMMENDATION:**

Approve a Goleta City Grant Program funding award in the amount of \$2,000 to TV Santa Barbara, serving as fiscal sponsor to Las Noticias en Confianza.

**BACKGROUND:**

On June 5, 2018, the City Council considered the 2018-19 Goleta City Grant Program funding recommendations of the Grant Funding Review Standing Committee, which would award \$67,546 to 32 applicants. At that meeting, the City Council approved funding for 31 of the 32 applicants totaling \$65,546. The City Council also directed staff to conduct further research on one of the applicants, Las Noticias en Confianza, pertaining to this applicant's nonprofit status. As stated in Goleta's City Grant Program Guidelines, applicants are required to have nonprofit status to receive City funding under this program. The purpose of this item is for the City Council to reconsider a grant funding award for Las Noticias en Confianza.

**DISCUSSION:**

The organization Las Noticias en Confianza submitted an application for 2018-19 funding through the Goleta City Grant Program (Attachment 1). As can be seen on page 2, Question 3, applicants are required to state their nonprofit status by checking whether their organization is currently a non-profit or whether the organization is still working to achieve such status. Las Noticias en Confianza confirmed their non-profit status by checking the "yes" box on the application; however, during public comment at the June 5, 2018 City Council meeting, the organization's program contact Ms. Silvia Uribe clarified that TV Santa Barbara (TVSB) is serving as the fiscal sponsor for Las Noticias en Confianza, and that as a nonprofit TVSB would be receiving the City's grant monies and passing those funds through to Las Noticias en Confianza. In response to having received this information through public comment and after further deliberation, City Council directed staff to confirm the non-profit status of Las Noticias en Confianza.

After the meeting, staff spoke with Ms. Uribe and confirmed that Las Noticias en Confianza does not have nonprofit status but their fiscal sponsor TV Santa Barbara (TVSB) does have such status. Through further communication with Ms. Uribe, staff learned that the arrangement between Las Noticias en Confianza and TVSB is for TVSB to retain ten percent (10%) of the City's grant funds to cover administrative costs related to the handling of the funds for Las Noticias en Confianza. Therefore, if the City Council chooses to award \$2,000 in City Grant Program funds to Las Noticias en Confianza, as previously recommended by the City's Grant Funding Review Standing Committee, TVSB would effectively keep 10 percent of these funds, or \$200, to cover administrative costs. The resulting \$1,800 would be remitted by TVSB to Las Noticias en Confianza.

According to the National Council of Nonprofits page, "Fiscal Sponsorships for Nonprofits", using a fiscal sponsorship offers a way for a cause to attract donors even when it is not yet recognized as tax-exempt under Internal Revenue Code Section 501(c)(3). The fiscal sponsor serves as an administrative manager by providing fiduciary oversight, financial management, and other administrative services. Typically, there is an administrative fee paid as a percentage of the budget of the sponsored organization or program. Using a fiscal sponsor satisfies IRS requirements as long as the fiscal sponsor maintains the right to decide, at its own discretion, how it will use contributions. In these arrangements it is expected that the fiscal sponsor maintains control over the donated funds, so an agreement between TVSB and Las Noticias en Confianza to program the funds for the intended purpose is recommended.

Another concern discussed at the June 5, 2018 City Council meeting, was related to the City's funding of agencies that engage in campaigning, fundraising, and/or endorsements of candidates for Goleta City Council. At the meeting, City Council directed staff to prepare contract language that would prohibit agencies that receive City funds from engaging in these types of political activities.

Should the City Council choose to award grant funds to support Las Noticias en Confianza's programming, the City would need to enter into a grant agreement with TVSB, as this agency has the required nonprofit status and would in this case need to serve as grantee and recipient of the City's grant funds. Attachment 2 contains a draft agreement with TVSB. New language prohibiting the aforementioned political activities is included in Section 3a (page 2 of the agreement). TVSB would be required to agree to this language. In addition to the City contracting with TVSB, staff with the City Attorney's input are also recommending that a separate agreement between the grantee (TVSB) and Las Noticias en Confianza be entered into, which would detail Las Noticias en Confianza's requirement to perform the services described in their application. In addition, the City would be a third party to this agreement, providing the City the power to enforce the agreement and ensure that the services are performed by Las Noticias en Confianza as intended.

## **FISCAL IMPACTS:**

There would be no fiscal impacts associated with this item beyond what has already been budgeted for in the 2018-19 program year. Should the City Council choose fund

Las Noticias en Confianza (through an executed agreement with the fiscal sponsor TVSB) in the requested amount of \$2,000, these funds would be paid for out of the City's 2018-19 General Fund line item budget for the Goleta City Grant Program (101-5-1100-220).

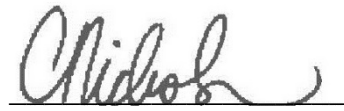
**ALTERNATIVES:**

The City Council could choose to decline award of a grant to TVSB for Las Noticias en Confianza. In doing so, the City Council could recommend funding to a different applicant or apply the \$2,000 as a budget cost savings for the 2018-19 program year.

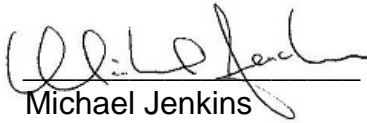
**Reviewed By:**

**Legal Review By:**

**Approved By:**



Carmen Nichols  
Deputy City Manager



Michael Jenkins  
City Attorney



Michelle Greene  
City Manager

**ATTACHMENTS:**

1. 2018-19 City Grant Program Application: Las Noticias en Confianza
2. Draft Grant Funding Agreement with TV Santa Barbara



## **ATTACHMENT 1**

2018-19 City Grant Program Application: Las Noticias En Confianza



RECEIVED

JAN 31 2018

Neighborhood Services &  
Public Safety Dept.

**CITY OF GOLETA  
APPLICATION FOR GRANT FUNDS  
FISCAL YEAR 2018-2019**


**PROGRAM SUMMARY**

<b>PROGRAM OR EVENT TITLE</b>	Las Noticias En Confianza
<b>AGENCY/ORGANIZATION</b>	Las Noticias En Confianza (TVSB Fiscal Sponsor)
<b>MAILING ADDRESS</b>	329 S. Salina St. SB, CA 93103
<b>CONTACT PERSON, TITLE</b>	Silvia Uribe
<b>TELEPHONE #</b>	805-717-5013
<b>E-MAIL ADDRESS</b>	<a href="mailto:transilpro@gmail.com">transilpro@gmail.com</a>
<b>PROGRAM/EVENT ADDRESS (if different from above)</b>	
<b>ESTIMATED NUMBER OF UNDUPLICATED GOLETA RESIDENTS TO BE SERVED</b>	10,000 or over 30% of Goleta Residents
<b>TARGET POPULATION</b>	Spanish-speaking audience
<b>REQUESTED GRANT AMOUNT* (see below advisory)</b>	\$5,000
<b>BRIEFLY DESCRIBE PROGRAM OR EVENT</b>	

Las Noticias en Confianza continues to be the only local Spanish-Speaking news show with commentary produced in South Santa Barbara County. Despite the 38% Latino population in South Santa Barbara County, this show, currently produced entirely by 3 volunteers and 1 staff person, is the only show that provides necessary community information including; news, guest speakers such as local and state elected officials, community organization representatives, and in this past year, important emergency updates via the show and its Facebook Page. The show requires continued funding to maintain and expand its coverage.

Under penalty of law, in signing this application I declare that to the best of my knowledge all statements and figures contained herein are true, accurate and complete. If your organization does not have a Board of Directors, please indicate "NA" on that signature line and have the Organization's Director sign.

SIGNATURE \_\_\_\_\_



Agency/Program Director

NAME: Silvia Uribe

DATE: January 31, 2017

**\*ADVISORY: Goleta City Grants have a maximum award amount of \$5,000. CBDG awards, subject to strict federal qualifications and reporting requirements, may exceed this amount. City Staff will make a determination as to whether your application meets the requirements of the CBDG program which is directed at providing public services to low-income residents.**

AGENCY INFORMATION

1. Provide the Organization's Mission Statement:

**Las Noticias En Confianza provides local TV news coverage, and commentary, to the Latino Population of (South) Santa Barbara County in Spanish.**

2. How does the program or event for which you are seeking funding fit the mission of the organization?

**Currently we serve 52,000+ Spanish-Speaking Latinos in (South) Santa Barbara County, of which 10,000 are residents in the city of Goleta. Funding to secure skeleton staff, for direction & production crew, allows our coverage to continue. Funding from the City of Goleta and some County donations in the past, have allowed for a small stipend for our crew which has helped with the continuation of the show, so far. If we get the total amount of \$5,000, it will help us ensure having a show every other week, expand our reach, and actually get out to report on local issues.**

**Without this coverage, the Latino community would have NO Spanish-speaking local news coverage on T.V.**

**During the recent community tragedy of the Thomas Fire, followed by the Montecito Mudslide, we received a lot of traction and engagement with the 'Las Noticias En Confianza' Facebook Page, of individuals who were seeking, reading and sharing emergency updates solely in Spanish. In fact our engagement increased by 300+%. This information lets us know that people watch the show, follow it in social media, and consider it their option for obtaining important information, when it matters most.**

3. Is your organization currently:

Incorporated?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> In Progress
Non-profit?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> In Progress
Tax-exempt?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> In Progress

**Federal Employee ID # (EIN) 71-0910704**

**Dun & Bradstreet # (DUNS) 022616402**

**Does your organization have current registration with the System for Award Management (SAM)? (Required only of applicants seeking federal CDBG funds)** ☐ Yes ☐ In Progress ☒ N/A

4. Does your facility, program or event have any barriers that would prevent a person with a disability (verbal, visual, physical, cognitive, etc.) from gaining employment, attending meetings or obtaining services? ☐ Yes ☒ No

**If so, what measures do you take to provide persons with disabilities alternative access to your facility, program or event? No findings or concerns.**



5. Please check the box (es) that most accurately reflect the program, event or activity for which you are seeking funding:

\_\_\_\_\_ One-time or annual community event (concert, creek cleanups, festival, etc.)

\_\_\_\_\_ Youth Programs

\_\_\_\_\_ Senior Programs (food/nutrition, educational programs, day activities, etc.)

\_\_\_\_\_ Environmental/Wildlife/Animal Welfare Programs

\_\_\_\_\_ Public services for low-income residents \_\_\_\_\_ Services for the homeless

\_\_\_\_\_ Educational Programs

\_\_\_\_\_ The Arts (Music, Dance, Theater, Art)

☒ **X** Other (please describe) **Las Noticias En Confianza continues to be in 2018/2019 the ONLY local news related T.V. show in Spanish in South Santa Barbara County. Despite the 38% and growing, Latino population, from Carpinteria to Goleta, there is no other television show that covers the local news in detail in the Spanish language.**

6. Describe the proposed program or event, how it will operate (days, hours, eligibility, etc.), how it will be monitored and the people you intend to serve (target population).

**Las Noticias En Confianza is currently one hour and is filmed every other Wednesday at TV Santa Barbara, on Channel 17. It is then replayed the following Thursday at 10:00 AM, Sunday at 2:00 PM and Monday at 10:00PM and is also available via On-Demand online on the TVSB website.**

**See some of this past year's shows at:**

**<http://tvsb.tv/category/shows/tvsb-online-videos/tvsb-voice-shows/las-noticias-en-confianza/>**

**Most recent episodes are available upon request.**

7. Please list the following:

1) Number of Goleta residents your event or program typically serves per year: **Undetermined due to lack of ratings (T.V.S.B. doesn't provide us with this information due to the high cost of obtaining the ratings)**

2) Approximate number of Goleta residents your project or event(s) will assist or serve in the following year if funded: **Goleta's Spanish speaking population which we serve is 10,000. If fully funded, we will be able to be better staffed, with a Director, a floor manager, and two (2) professional camera crew, and will be able to expand our activity to locations in the community, outside of the studio.**

8. Does the project/program/service satisfy an unmet or under-met need in the community? If yes, please explain.

**Yes. Since Noticias Univision left the local area, in 2012, the only local Spanish-speaking news coverage, on T.V., has been Las Noticias en Confianza, produced now by an all-volunteer crew. To this day, this show continues to be the only show available to the 38% Spanish-speaking community in South Santa Barbara County, from Carpinteria to Goleta. During the current community emergencies, we grew our audience by 300%, which means that Spanish speakers utilize the show, and its social media presence, as a resource when it matters.**

9. Does the project/program/service aid in the prevention of future problems or conditions? If yes, please explain.

**Yes. It is our belief that an informed community is and empowered community. With the news and the community resources that we provide through our guests on the show, we are able to equip individuals and families with the knowledge they need to help them get answers to problems, or needs, they may have, and provides them the tools they may need in the future. Some examples include information about where to get help with housing situations, food security, opportunities for children, and parent education. Sometimes, we provide information as to how to solve or handle situations that have already affected families, such services for children like CALM, or about how to best follow up as a victim of crime. We also get up updates from elected officials locally who speak about new laws, or impacts to the school system, our cities, or the state- thereby educating our audience. We invite law enforcement agencies (SBPD and Sheriff), to encourage the community to report, and contribute to the safety of the community. Many, in the Spanish speaking community, don't know how our system work, and the show explains it in simple ways.**

10. Would the City's grant funding leverage other resources, such as supporting joint partnerships, matching funds, or cost sharing, or serve to catalyze other initiatives? If yes, please explain.

**In the past, receiving funding from this grant has helped tremendously to provide a stipend to one volunteer crew member. County funds have been sought and a donation has been received because of the investment by the City of Goleta. Although, no matching funds have been set up, we believe funding from this grant will help leverage funds from individual donors, in Santa Barbara, and in the City of Goleta.**

11. Are the requested funds necessary or vital in carrying out the project/program/service? If yes, please explain.

**Yes. The funds requested help provide a small stipend for the crew that helps direct the show (1). Without the individual that serves in this capacity we cannot run the show. The producer, writers, commentators and guests are volunteers that do NOT receive and will NOT receive a stipend – their contribution is entirely free, for the good of the community. However, when**

this director is ill, travelling or otherwise unable to attend, and direct the show, we have no back up, and the work of the producers, writers, commentators and guests goes to waste, because the show cannot be aired – which is to the detriment of the community. For this reason we are asking for funds to provide a stipend for an additional floor manager/assistant director, and for two camera men, so the show never has to suffer from a lack of personnel.

12. List total revenue and expenses for the Program/Event to be funded according to the sources and time periods listed below.

REVENUE SOURCES	Current Year 7/1/17-6/30/18	Requested 7/1/18-6/30/19	
City of Goleta CDBG Funds			
Goleta City Grant Funds	\$1,000	\$5,000	
County Funds			
School District Funds			
State Funds			
Federal Funds			
Foundations/Trusts			
Donations			
United Way			
Special Fundraising Events			
Client Fees (Incl. 3rd Party)			
Other _____			
<b>TOTAL PROGRAM REVENUE</b>	<b>\$1,000</b>	<b>\$5,000</b>	
EXPENSES	Current Year 7/1/17-6/30/18	Proposed Year 7/1/18-6/30/19	Proposed Use of City Grant Funds
Salaries, Benefit, Payroll Taxes	\$600	\$3,840	2 Dir & 2 crew
Consultants and Contracts			
Facility, Utilities, Maintenance	\$300	\$300	Membership
Supplies			
Marketing (Printing, Advertising)		\$200	Flyers
Travel, Mileage, Training		\$200	Mileage
Equipment Rental/Maintenance		\$300	Portable Cameras
Insurance			
Other <u>Food</u> _____	\$100	\$100	Food
<b>TOTAL PROGRAM EXPENSES</b>	<b>\$600</b>	<b>\$4,840.00</b>	<b>\$4,940.00</b>
<b>NET EXCESS/DEFICIT</b>	<b>\$0</b>	<b>\$</b>	<b>\$60.00</b>

**SOUTH COAST COMMUNITY  
MEDIA ACCESS CENTER  
DBA TV SANTA BARBARA  
FINANCIAL STATEMENTS  
JUNE 30, 2017 AND 2016**

**Decker, Farrell & McCoy, LLP**  
*Certified Public Accountants*

**SOUTH COAST COMMUNITY MEDIA ACCESS CENTER  
FINANCIAL STATEMENTS  
YEARS ENDED JUNE 30, 2017 AND 2016**

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**Decker, Farrell & McCoy, LLP**  
CERTIFIED PUBLIC ACCOUNTANTS

*Litigation Specialists & Business Appraisers*

## **INDEPENDENT AUDITORS' REPORT**

**Board of Directors  
South Coast Community Media Access Center  
Santa Barbara, California**

### ***Report on the Financial Statements***

We have audited the accompanying financial statements of South Coast Community Media Access Center dba TV Santa Barbara (a non profit organization) (the "Center") which comprise the statement of financial position as of June 30, 2017 and 2016, and the related statements of activities, functional expenses and changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditor's Responsibility***

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2017 and 2016, and the results of its activities, changes in net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

*Decker, Farrell & McCoy, LLP*

**DECKER, FARRELL & MCCOY, LLP**  
Camarillo, California  
October 26, 2017

**SOUTH COAST COMMUNITY MEDIA ACCESS CENTER  
STATEMENTS OF FINANCIAL POSITION  
JUNE 30, 2017 AND 2016**

<b>ASSETS</b>		
	<u>2017</u>	<u>2016</u>
<b>CURRENT ASSETS</b>		
Cash	\$ 209,381	\$ 254,191
Grants receivable	44,706	53,413
Total Current Assets	<u>254,087</u>	<u>307,604</u>
<b>PROPERTY AND EQUIPMENT, NET</b>	<u>303,478</u>	<u>375,119</u>
<b>OTHER ASSETS</b>		
Deposits	7,583	7,583
Prepaid expenses	10,126	-
Total Other Assets	<u>17,709</u>	<u>7,583</u>
<b>TOTAL ASSETS</b>	<u><u>\$ 575,274</u></u>	<u><u>\$ 690,306</u></u>
<b>LIABILITIES AND NET ASSETS</b>		
<b>LIABILITIES</b>		
Accounts payable	\$ 6,434	\$ 2,780
Accrued payroll and related liabilities	33,162	41,293
Deferred revenue	5,735	1,400
Capital leases payable, current maturities	19,967	15,315
Total Current Liabilities	<u>65,298</u>	<u>60,788</u>
<b>CAPITAL LEASES PAYABLE, NET OF CURRENT MATURITIES</b>	<u>66,559</u>	<u>86,526</u>
<b>TOTAL LIABILITIES</b>	<u>131,857</u>	<u>147,314</u>
<b>NET ASSETS</b>		
Unrestricted	197,247	378,247
Temporarily restricted	246,170	164,745
<b>TOTAL NET ASSETS</b>	<u>443,417</u>	<u>542,992</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u><u>\$ 575,274</u></u>	<u><u>\$ 690,306</u></u>

See accompanying notes and independent auditors' report.



**SOUTH COAST COMMUNITY MEDIA ACCESS CENTER  
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS  
YEAR ENDED JUNE 30, 2017**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
<b>CHANGES IN NET ASSETS</b>			
<b>SUPPORT</b>			
Contributions	\$ 9,366	\$ 6,000	\$ 15,366
Grant income	341,130	133,862	474,992
Special event revenues	10,965	-	10,965
Special event expenses	(10,630)	-	(10,630)
Total Support	<u>350,831</u>	<u>139,862</u>	<u>490,693</u>
<b>REVENUES, GAINS AND OTHER SUPPORT</b>			
Program and membership fees	74,483		74,483
Interest income	283	-	283
Total Revenues, Gains and Other Support	<u>74,766</u>	<u>-</u>	<u>74,766</u>
<b>NET ASSETS RELEASED FROM RESTRICTIONS</b>	<u>58,437</u>	<u>(58,437)</u>	<u>-</u>
Total Support, Revenues and Gains	<u>484,034</u>	<u>81,425</u>	<u>565,459</u>
<b>EXPENSES</b>			
Program services	393,970	-	393,970
General and administrative	193,717	-	193,717
Fundraising	77,347	-	77,347
Total Expenses	<u>665,034</u>	<u>-</u>	<u>665,034</u>
<b>INCREASE/(DECREASE) IN NET ASSETS</b>	<u>(181,000)</u>	<u>81,425</u>	<u>(99,575)</u>
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>378,247</u>	<u>164,745</u>	<u>542,992</u>
<b>NET ASSETS, END OF YEAR</b>	<u><u>\$ 197,247</u></u>	<u><u>\$ 246,170</u></u>	<u><u>\$ 443,417</u></u>

See accompanying notes and independent auditors' report.

**SOUTH COAST COMMUNITY MEDIA ACCESS CENTER  
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS  
YEAR ENDED JUNE 30, 2016**

	Unrestricted	Restated Temporarily Restricted	Total
<b>CHANGES IN NET ASSETS</b>			
<b>SUPPORT</b>			
Contributions	\$ 6,976	\$ 900	\$ 7,876
Grant income	323,620	190,298	513,918
Special event revenues	3,597	-	3,597
Special event expenses	(4,795)	-	(4,795)
Total Support	329,398	191,198	520,596
<b>REVENUES, GAINS AND OTHER SUPPORT</b>			
Program and membership fees	92,078	8,000	100,078
Interest income	342	-	342
Total Revenues, Gains and Other Support	92,420	8,000	100,420
<b>NET ASSETS RELEASED FROM RESTRICTIONS</b>	191,435	(191,435)	-
Total Support, Revenues and Gains	613,253	7,763	621,016
<b>EXPENSES</b>			
Program services	361,577	-	361,577
General and administrative	176,262	-	176,262
Fundraising	64,283	-	64,283
Total Expenses	602,122	-	602,122
<b>INCREASE IN NET ASSETS</b>	11,131	7,763	18,894
<b>NET ASSETS, BEGINNING OF YEAR</b>	367,116	156,982	524,098
<b>NET ASSETS, END OF YEAR</b>	\$ 378,247	\$ 164,745	\$ 542,992

See accompanying notes and independent auditors' report.

**SOUTH COAST COMMUNITY MEDIA ACCESS CENTER**  
**STATEMENT OF FUNCTIONAL EXPENSES**  
**YEAR ENDED JUNE 30, 2017**

	Program Services	Management and General	Fundraising	Total Expense
<b>SALARIES AND RELATED EXPENSES</b>				
Salaries and wages	\$ 175,687	\$ 107,364	\$ 42,295	\$ 325,346
Payroll taxes and related costs	14,608	8,927	3,516	27,051
Employee benefits	15,095	9,224	3,634	27,953
Total Salaries and Related Expenses	205,390	125,515	49,445	380,350
<b>OTHER EXPENSES</b>				
Accounting	3,578	12,469	2,380	18,427
Advertising	7,929	1,787	2,774	12,490
Bank fees	487	157	139	783
Conferences and travel	446	5,920	378	6,744
Depreciation	80,175	14,149	-	94,324
Dues and subscriptions	-	1,498	184	1,682
Equipment rental	597	1,194	596	2,387
Fund development	-	-	4,170	4,170
Information technology	9,944	11,756	618	22,318
Insurance	3,956	10,425	952	15,333
Interest expense	25,522	-	-	25,522
Licenses and permits	-	131	193	324
Miscellaneous	347	394	-	741
Office expense	365	1,013	309	1,687
Production costs	8,172	824	207	9,203
Professional fees	-	-	9,138	9,138
Property tax and maintenance	1,474	185	174	1,833
Rent	44,686	5,586	5,584	55,856
Security	405	607	-	1,012
Utilities	497	107	106	710
Total Other Expenses	188,580	68,202	27,902	284,684
Total Expenses	\$ 393,970	\$ 193,717	\$ 77,347	\$ 665,034

See accompanying notes and independent auditors' report.

**SOUTH COAST COMMUNITY MEDIA ACCESS CENTER  
STATEMENT OF FUNCTIONAL EXPENSES  
YEAR ENDED JUNE 30, 2016**

	<u>Program Services</u>	<u>Management and General</u>	<u>Fundraising</u>	<u>Total Expense</u>
<b>SALARIES AND RELATED EXPENSES</b>				
Salaries and wages	\$ 172,028	\$ 105,128	\$ 41,415	\$ 318,571
Payroll taxes and related costs	12,942	7,909	3,115	23,966
Employee benefits	7,228	4,417	1,740	13,385
Total Salaries and Related Expenses	<u>192,198</u>	<u>117,454</u>	<u>46,270</u>	<u>355,922</u>
<b>OTHER EXPENSES</b>				
Accounting	3,575	12,732	2,526	18,833
Advertising	5,853	1,612	2,201	9,666
Bad debt	7,405	-	-	7,405
Bank fees	656	211	189	1,056
Conferences and travel	1,160	4,106	485	5,751
Depreciation	66,319	11,703	-	78,022
Dues and subscriptions	-	1,222	150	1,372
Equipment rental	665	1,331	665	2,661
Fund development	-	-	4,329	4,329
Information technology	7,387	10,492	745	18,624
Insurance	1,451	6,324	-	7,775
Interest	19,203	-	-	19,203
Licenses and permits	-	95	140	235
Miscellaneous	571	647	-	1,218
Office expense	502	1,285	423	2,210
Production costs	5,757	746	194	6,697
Professional fees	-	(438)	-	(438)
Property tax and maintenance	2,773	373	181	3,327
Rent	44,917	5,614	5,614	56,145
Security	388	582	-	970
Utilities	797	171	171	1,139
Total Other Expenses	<u>169,379</u>	<u>58,808</u>	<u>18,013</u>	<u>246,200</u>
Total Expenses	<u>\$ 361,577</u>	<u>\$ 176,262</u>	<u>\$ 64,283</u>	<u>\$ 602,122</u>

See accompanying notes and independent auditors' report.

**SOUTH COAST COMMUNITY MEDIA ACCESS CENTER  
STATEMENTS OF CASH FLOWS  
YEARS ENDED JUNE 30, 2017 AND 2016**

	<u>2017</u>	<u>2016</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Decrease in net assets	\$ (99,575)	\$ 18,894
Adjustments to reconcile net loss to net cash used in operating activities		
Noncash item:		
Depreciation expense	94,324	78,022
(Increase) decrease in operating assets:		
Grants receivable	8,707	(2,557)
Deposits	(10,126)	27
Increase (decrease) in operating liabilities:		
Accounts payable	3,654	(1,117)
Accrued payroll and related liabilities	(8,131)	18,373
Deferred revenue	4,335	(1,391)
<b>CASH PROVIDED (USED) IN OPERATING ACTIVITIES</b>	<u>(6,812)</u>	<u>110,251</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchase of fixed assets	<u>(22,680)</u>	<u>(154,212)</u>
<b>CASH USED IN INVESTING ACTIVITIES</b>	<u>(22,680)</u>	<u>(154,212)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Capital lease	-	116,819
Capital lease payments	<u>(15,318)</u>	<u>(14,981)</u>
<b>CASH PROVIDED (USED) IN FINANCING ACTIVITIES</b>	<u>(15,318)</u>	<u>101,838</u>
<b>NET INCREASE (DECREASE) IN CASH</b>	(44,810)	57,877
<b>CASH AT BEGINNING OF YEAR</b>	<u>254,191</u>	<u>196,314</u>
<b>CASH AT END OF YEAR</b>	<u><u>\$ 209,381</u></u>	<u><u>\$ 254,191</u></u>
<b>CASH PAID DURING THE YEAR FOR:</b>		
Interest	\$ 25,522	\$ 19,203

See accompanying notes and independent auditors' report.

**SOUTH COAST COMMUNITY MEDIA ACCESS CENTER  
NOTES TO FINANCIAL STATEMENTS  
YEARS ENDED JUNE 30, 2017 AND 2016**

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**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Nature of Activities

South Coast Community Media Access Center dba TV Santa Barbara (the "Center") is a nonprofit organization, incorporated in the State of California in March 2002. The mission of the Center is to provide people with access to media resources to facilitate public dialogue and participatory democracy; foster local creativity, education and culture; and reflect the diverse community. The Center provides training programs to the community to teach them how to use media to share their stories and build the community. Funding is secured through franchise negotiations between Cox Communications and local governmental franchising entities and from grants by the City of Santa Barbara. Services include television production, programming, community outreach, public information and instruction. Operations began January 1, 2003.

Basis of Accounting

The financial statements are presented on the Accrual Basis of accounting which means that revenues are recognized when earned rather than when cash is received, and expenses are recognized when incurred rather than when cash is paid.

Basis of Presentation

The Center has adopted standards that require reporting of information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

*Unrestricted Net Assets*

Unrestricted net assets represent resources available without restriction for the support of the Center's operations. The Center reports gifts received as unrestricted support unless explicit donor stipulations specify how the donated assets must be used.

*Temporarily Restricted Net Assets*

Temporarily restricted net assets represent resources temporarily restricted by donors or time. The restrictions are temporary in that they are expected to expire with the passage of time or be satisfied and removed by actions of the Center that fulfill donor stipulations. Temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

See independent auditors' report.

**SOUTH COAST COMMUNITY MEDIA ACCESS CENTER  
NOTES TO FINANCIAL STATEMENTS  
YEARS ENDED JUNE 30, 2017 AND 2016**

---

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

Basis of Presentation (continued)

*Permanently Restricted Net Assets*

Permanently restricted net assets represent resources permanently restricted by donors; that is restrictions that neither expire by the passage of time nor can be fulfilled or otherwise removed by actions of the Center. As of June 30, 2017 and 2016, the Center did not have any permanently restricted net assets.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates. Significant estimates include the allocation of certain expenses by function, the collectability of grants receivable and the estimated useful lives of fixed assets.

Fair Value Measurements

Generally accepted accounting principles provide guidance and establish a framework on how fair value should be determined when financial statement elements are required to be measured at fair value. Valuation techniques are ranked in three levels based upon the degree of objectivity of input assumptions used in pricing assets as follows:

*Level 1*

Inputs have the highest reliability and are related to assets with quoted market prices in active markets for identical assets or liabilities

*Level 2*

Inputs related to quoted prices in active or inactive markets for the same or similar assets or liabilities with fair value determined through the use of models, or other valuation methodologies that are observable or principally derived or corroborated by observable market data

*Level 3*

Inputs based on unobservable inputs and estimates using the best information available when there is little or no market

See independent auditors' report.

**SOUTH COAST COMMUNITY MEDIA ACCESS CENTER  
NOTES TO FINANCIAL STATEMENTS  
YEARS ENDED JUNE 30, 2017 AND 2016**

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**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

Fair Value Measurements (continued)

The Center's cash in banks, grants receivable, deposits and prepaid expenses, accounts payable, and accrued expenses are measured on a recurring basis and approximate fair value at carrying value due to the relatively short maturity of these instruments.

Cash and Cash Equivalents

For purposes of the statement of cash flows, cash includes funds on deposit with financial institutions and investments with original maturities of three months or less.

Grant Receivable

The Center's grants receivable are from government agencies. The Center anticipates the grants receivable to be collectible consistent with the terms of the agreements. Consequently, management has not recorded an allowance for uncollectible receivables as of June 30, 2017 and 2016+A167.

Property and Equipment

The Center capitalizes all significant expenditures for land, property, furniture and equipment and improvements at cost. Donated assets are similarly capitalized when received at their estimated fair market value. The Center's policy is to capitalize all fixed asset purchases or donations valued at \$250 or greater with an estimated useful life of greater than one year. Expenditures for maintenance and repairs are expensed when incurred. Depreciation is provided on the Straight-line Method over their estimated useful lives.

Donations of property and equipment are recorded as contributions at their estimated fair value at the date of donation. Such donations are reported as increases in unrestricted net assets unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted contributions. Absent donor stipulations regarding how long those donated assets must be maintained, the Center reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Center reclassifies temporarily restricted net assets to unrestricted net assets at that time.

See independent auditors' report.



**SOUTH COAST COMMUNITY MEDIA ACCESS CENTER  
NOTES TO FINANCIAL STATEMENTS  
YEARS ENDED JUNE 30, 2017 AND 2016**

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**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

Property and Equipment (continued)

Certain assets were acquired with funds provided by grants. Under the terms of the grants, the Center does not have control of the ultimate disposition of some of those assets, nor may they be used in any other project without certain events first taking place. These events include the passage of time and/or prior permission from grantor. The Center records these assets as temporarily restricted net assets and reclassifies the temporarily restricted net assets to unrestricted net assets each year for the amount of depreciation expense.

Contributions

Contributions received are recorded as unrestricted, temporarily restricted or permanently restricted support depending on the existence or nature of any donor restriction.

Contributions received that are designated for future periods or restricted by the payee for specific purposes are reported as temporarily or permanently restricted support that increases those net asset classes. When a temporary restriction expires, that is, when a stipulated time restriction ends or a purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Contributed Services

The Center may at times receive services donated by unpaid volunteers in the carrying out of the Center's programs services. No such amounts have been recognized in the accompanying statement of activities because the criteria for recognition of volunteer effort have not been satisfied. However, donated services that either 1) create or enhance a non-financial asset, or 2) require specialized skills and are provided by persons possessing those skills (and would need to be purchased if they were not donated), are recorded at their fair value.

Unconditional Promises to Give

Contributions are recognized when the funds are received.

Member Fees

Member fees are recorded as revenue at the time of payment.

Deferred Revenue

Funds received for programs offered by the Center or in the delivery of specific services and transactions at the Center are recorded as deferred revenue and recognized as revenue in the fiscal year the related expenditures are incurred or services performed.

See independent auditors' report.

**SOUTH COAST COMMUNITY MEDIA ACCESS CENTER  
NOTES TO FINANCIAL STATEMENTS  
YEARS ENDED JUNE 30, 2017 AND 2016**

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**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

Functional Expenses

The costs of providing the various programs and supporting services have been summarized on a functional basis in the statement of activities and the statement of functional expenses. Accordingly, certain costs have been allocated between the program and supporting services benefited. Direct expenses are charged to the appropriate program or supporting function. Salaries and related benefits are allocated to the various functions based on estimates of time spent by each employee.

Advertising

The Center uses advertising to inform the community about the programs and projects supported by the Center. The production costs of advertising are expensed as incurred. For the years ended June 30, 2017 and 2016, costs incurred were \$12,490 and \$9,666, respectively.

Income Taxes

The Center is a public charity that has obtained an exemption from federal income taxes under Section 501(c)(3) of the Internal Revenue Code and the state of California Revenue and Taxation Code Section 23701d. Accordingly, no provision has been recorded for federal or state income taxes. The Center is subject, however, to Federal and California income taxes on unrelated business income as stipulated in IRC Section 511 and Regulation Section 1.511. The Center had no unrelated business income for the years ending June 30, 2017 and 2016. For the years ended June 30, 2017 and 2016, management of the Foundation believes it has adequate support for all material tax positions and that it is more likely than not, based on the technical merits, that the positions will be sustained upon examination. The Center is not considered a private foundation.

All tax exempt entities are subject to review and audit by federal, state and other applicable agencies. Such agencies may review the taxability of unrelated business income, or the qualification of the tax-exempt entity under the Internal Revenue Code and applicable state statutes. As of June 30, 2017, the Center's tax years for the years ended June 30, 2014, 2015 and 2016 are subject to examination by the taxing authorities.

Subsequent Events

Management has evaluated subsequent events through October 26, 2017, the date these financial statements were issued. There were no material subsequent events requiring recognition or additional disclosure in these financial statements.

Reclassifications

Certain amounts as previously reported have been reclassified in order to conform to the current year presentation.

See independent auditors' report.

**SOUTH COAST COMMUNITY MEDIA ACCESS CENTER  
NOTES TO FINANCIAL STATEMENTS  
YEARS ENDED JUNE 30, 2017 AND 2016**

**NOTE 2 – PROPERTY AND EQUIPMENT**

Property and equipment consist of the following at June 30, 2017 and 2016:

	<u>2017</u>	<u>2016</u>
Production equipment	\$ 606,847	\$ 584,164
Leasehold improvements	<u>183,649</u>	<u>183,649</u>
Total cost	790,496	767,813
Less: Accumulated depreciation	<u>(487,018)</u>	<u>(392,694)</u>
Total Property and Equipment, Net	<u><u>\$ 303,478</u></u>	<u><u>\$ 375,119</u></u>

Depreciation expense for the years ended June 30, 2017 and 2016 was \$94,324 and \$78,022, respectively. Which includes depreciation on assets under capital lease of \$13,101 for both years then ended.

**NOTE 3 – CAPITAL LEASES**

The Center entered into a capital lease of production equipment under a capital lease during the year ended June 30, 2016. The lease term expires in August 2020. The assets and liabilities under capital leases are recorded at the lower of the present value of the minimum lease payments or the fair value of the asset. The asset is depreciated over the lower of their related lease terms or their estimated

Minimum future lease payments under capital leases as of June 30, 2017 for the each of the next five years and in the aggregate are:

2018	\$ 19,967
2019	26,033
2020	33,940
2021	<u>6,586</u>
Total	<u><u>\$ 86,526</u></u>

See independent auditors' report.

**SOUTH COAST COMMUNITY MEDIA ACCESS CENTER  
NOTES TO FINANCIAL STATEMENTS  
YEARS ENDED JUNE 30, 2017 AND 2016**

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**NOTE 4 – TEMPORARILY RESTRICTED NET ASSETS**

Temporarily restricted net assets consist of the following as of June 30, 2017 and 2016:

	2017	2016
Capital purchases and facility expansion	\$ 242,110	\$ 130,931
Creative Community	1,885	6,885
Youth Media Scholarships	1,350	5,525
Las Noticias	825	475
Hutton Parker Foundation	-	20,929
Total Temporarily Restricted Net Assets	<u>\$ 246,170</u>	<u>\$ 164,745</u>

**NOTE 5 – COUNTY FUNDS**

The County of Santa Barbara (the "County") has established the following funds of money for the benefit of public access television. As the funds held by the County of Santa Barbara are not irrevocable, the Center has not recorded the amounts in the accompanying financial statements.

*Endowment*

The County of Santa Barbara holds an endowment of approximately \$1,000,000 restricted to capital and facilities purposes for public and educational access. The Center can utilize the investment earnings of this endowment for capital expenses; the Center must maintain the corpus of \$1,000,000. During the year ended, June 30, 2017 and 2016, the Center did not draw from interest earned. As of June 30, 2017 and 2016, the value of the endowment fund was \$1,018,953 and \$1,014,630, respectively.

*Operating Funds*

The County of Santa Barbara has established an operating fund to be used by the Center for operating activities. The Center may request either the investment earnings or the principal. The Center is required to request the funds and base the request on current operating budgets. During the year ended June 30, 2017 and 2016, the Center received \$3,416 and \$13,720, respectively, from the County operating funds. The amount of the operating funds available at June 30, 2017 and 2016 approximated \$584 and \$3,056, respectively.

See independent auditors' report.

**SOUTH COAST COMMUNITY MEDIA ACCESS CENTER  
NOTES TO FINANCIAL STATEMENTS  
YEARS ENDED JUNE 30, 2017 AND 2016**

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**NOTE 6 – COMMITMENTS**

The Center entered into a 10 year lease for office space located in Santa Barbara, California in May 2011. Upon completion of tenant improvements to the office, the lease term commenced on December 1, 2011. The Center has since signed amendments and effective November 1, 2012, the lease amendment requires the Center to pay monthly rent payments of \$4,459 which includes charges for common area maintenance.

Future minimum lease payments consists of the following for the years ending June 30:

2018	\$	53,508
2019		53,508
2020		53,508
2021		49,049
Total	\$	<u>209,573</u>

**NOTE 7 – CONCENTRATIONS**

Grant Income

The Center primarily receives funding from agencies and members located in Santa Barbara County.

The Center received 79% and 71% of it's revenue from the City of Santa Barbara during the years ended June 30, 2017 and June 30, 2016, respectively.

In addition, membership fees are primarily derived from sales within Santa Barbara County.

See independent auditors' report.



## Nonprofit Media Maker Membership Levels

Nonprofit Organization Membership Plans	Media Maker Basic Membership	Media Maker Producer Membership	Media Maker Studio Membership	Media Maker Academy Membership	Media Maker Media Mogul Membership
Support TV Santa Barbara	✓	✓	✓	✓	✓
Submit video content to air online and TV	✓	✓	✓	✓	✓
25-50% discount on MediaU courses	✓	✓	✓	✓	✓
Volunteer on media productions - up to 5 individuals		✓	✓	✓	✓
Free Access to TVSB Studios, Editing & Field Equipment (with certification) - up to 8 individuals			✓	✓	✓
Free training and classes through MediaU. Advance registration required - up to 10 individuals				✓	✓
Thank You 15 second spot airing weekly				✓	✓
2 Tickets to a TVSB Special Event					✓
10-20% Discount on TVSB Creative Services					✓
Annual Membership Fee	\$155/yr	\$225/yr	\$425/yr	\$600/yr	\$850+/year

\*Payment for all classes & fees must be paid by the organization to receive the member benefits  
Membership Fees up to the Media Mogul Level are tax-deductible to the extent allowed by law

# TVSB

## Media Maker Membership Levels

Individual Annual Membership Plans	Media Maker Basic Membership	Media Maker Producer Membership	Media Maker Studio Membership	Media Maker Academy Membership	Media Maker Mogul Membership
Support TV Santa Barbara	✓	✓	✓	✓	✓
Volunteer as crew on local independent media productions	✓	✓	✓	✓	✓
25-50% discount on MediaU courses	✓	✓	✓	✓	✓
Submit video content to air online and TV		✓	✓	✓	✓
Free Access to TVSB Studios, Editing & Field Equipment (with certification)			✓	✓	✓
Free training and classes through MediaU. Advance registration required & some restrictions may apply				✓	✓
Thank You 15 second spot airing weekly					✓
2 Tickets to a TVSB Special Event					✓
10-20% Discount on TVSB Creative Services					✓
Annual Membership Fee	\$55/yr	\$155/yr	\$325/yr	\$500/yr	\$750/yr or more
\$25 discount for youth (24 & under) and seniors (65 and over) Membership Fees up to the Media Mogul Level are tax-deductible to the extent allowed by law					



STATE OF CALIFORNIA  
FRANCHISE TAX BOARD  
PO BOX 1286  
RANCHO CORDOVA CA 95741-1286

In reply refer to  
755:G :RWN

March 27, 2003

SOUTH COAST COMMUNITY MEDIA ACCESS CENTER  
HENRY L FREUND  
414 EAST CARRILLO STREET  
SANTA BARBARA CA 93101-2000

Purpose : CHARITABLE  
Code Section : 23701d  
Form of Organization : Corporation  
Accounting Period Ending: December 31  
Organization Number : 2411357

You are exempt from state franchise or income tax under the section of the Revenue and Taxation Code indicated above.

This decision is based on information you submitted and assumes that your present operations continue unchanged or conform to those proposed in your application. Any change in operation, character, or purpose of the organization must be reported immediately to this office so that we may determine the effect on your exempt status. Any change of name or address must also be reported.

In the event of a change in relevant statutory, administrative, judicial case law, a change in federal interpretation of federal law in cases where our opinion is based upon such an interpretation, or a change in the material facts or circumstances relating to your application upon which this opinion is based, this opinion may no longer be applicable. It is your responsibility to be aware of these changes should they occur. This paragraph constitutes written advice, other than a chief counsel ruling, within the meaning of Revenue and Taxation Code Section 21012(a)(2).

You may be required to file Form 199 (Exempt Organization Annual Information Return) on or before the 15th day of the 5th month (4 1/2 months) after the close of your accounting period. Please see annual instructions with forms for requirements.

You are not required to file state franchise or income tax returns unless you have income subject to the unrelated business income tax under Section 23731 of the Code. In this event, you are required to



March 27, 2003  
SOUTH COAST COMMUNITY MEDIA ACCESS CENTER  
ENTITY ID : 2411357  
Page 2

file Form 109 (Exempt Organization Business Income Tax Return) by the 15th day of the 5th month (4 1/2 months) after the close of your annual accounting period.

Please note that an exemption from federal income or other taxes and other state taxes requires separate applications.

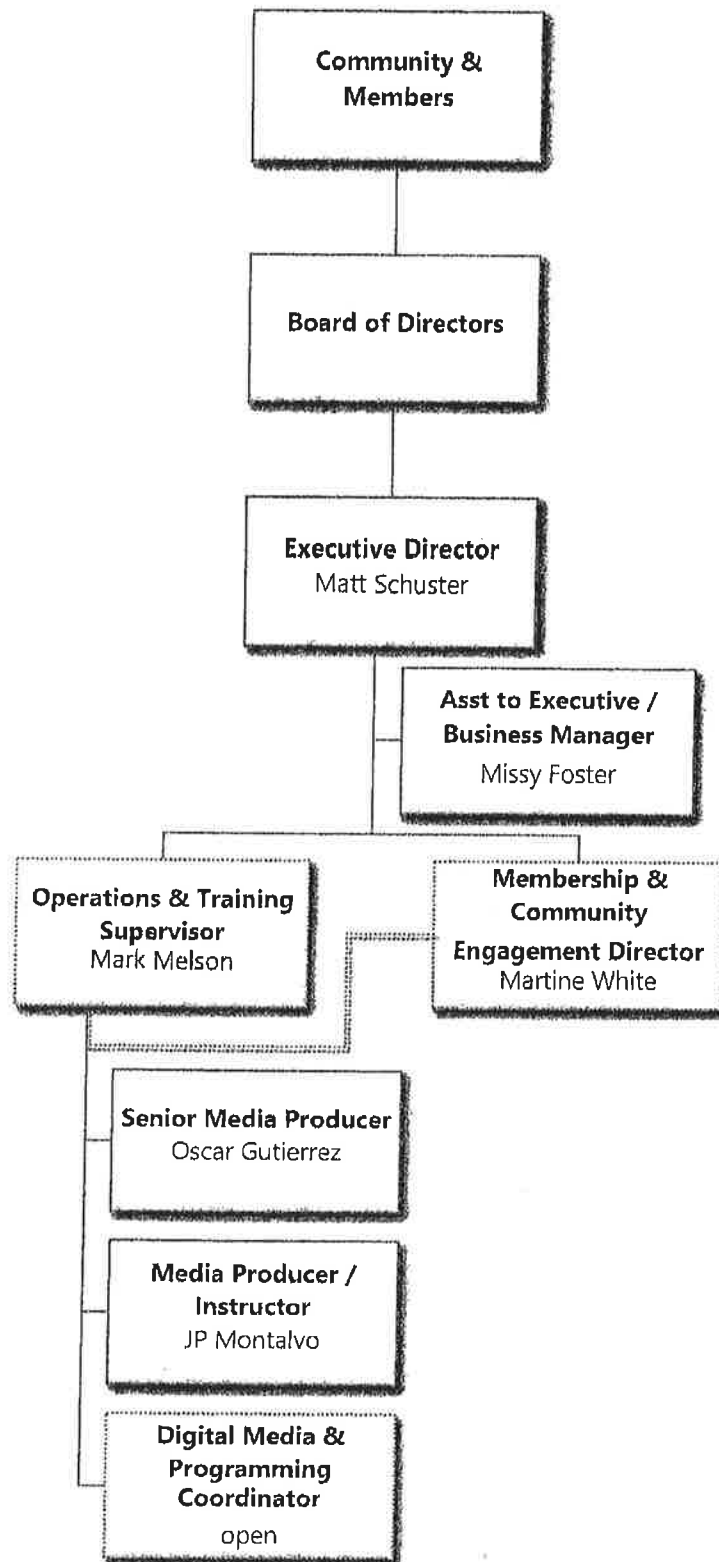
A copy of this letter has been sent to the Registry of Charitable Trusts.

R NORTON  
EXEMPT ORGANIZATIONS  
BUSINESS ENTITIES SECTION  
TELEPHONE (916) 845-4178

EO :

COPY

## Organizational Chart



# Board of Directors Contact List

Name	Email	Phone	Term	Year Started
Tracy Beard	Teatrace@aol.com	(805) 693-1381	6/30/18	2015
Josh Figatner <b>Vice-Chair</b>	jfigatner@gmail.com	(805) 705-3927	6/30/18	2012
Raiza Giorgi <b>Chair</b>	news@santaynezvalleystar.com	(805-350-8786	6/30/20	2017
Meighann Helene	meighannhelene@gmail.com	(516) 884-2885	6/30/18	2015
Jennifer Fullerton <b>Secretary</b>	carpjen@gmail.com	(805) 320-9354	6/30/18	2015
Michael Mongold	web@mongold.net	(650) 646-5911	6/30/20	2017
Chris Mundell	chris@venturevisuals.com	(805) 455-6671	6/30/18	2015
John Orland	john@firstpagemanagement.com	(310) 918-0599	6/30/20	2014
Olivia Uribe-Mutal	oli.uribe@gmail.com	(805) 886-5207	6/30/19	2016
Bob Vitamante <b>Treasurer</b>	bobinsb@hotmail.com	(805) 898-8901	6/30/18	2015

Updated 7/1/17

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

JUL 20 2007

SOUTH COAST COMMUNITY MEDIA ACCESS  
CENTER  
414 E CARRILLO ST  
SANTA BARBARA, CA 93101-1402

Employer Identification Number:

71-0910704

DLN:

17053083904057

Contact Person:

RICHARD K DOLFI

ID# 31363

Contact Telephone Number:

(877) 829-5500

Public Charity Status:

170(b)(1)(A)(vi)

Dear Applicant:

Our letter dated July 8, 2003, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

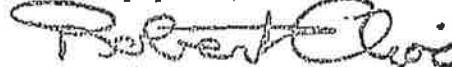
Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at [www.irs.gov](http://www.irs.gov).

If you have general questions about exempt organizations, please call our toll-free number shown in the heading.

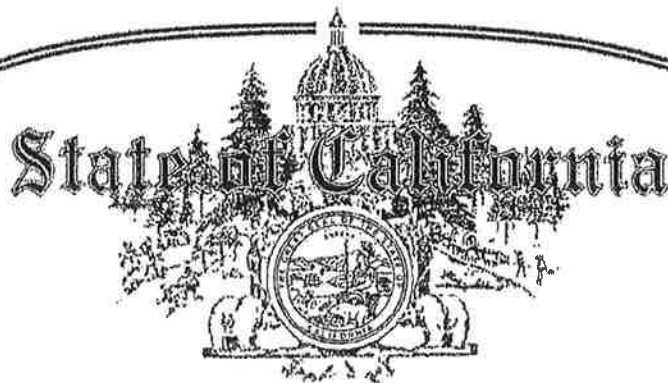
Please keep this letter in your permanent records.

NV10-380  
dba The Santa Barbara Channel

Sincerely yours,



Robert Choi  
Director, Exempt Organizations  
Rulings and Agreements

**SECRETARY OF STATE**

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 4 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of

APR 19 2002

*Bill Jones*

Secretary of State

2411351

ENDORSED - FILED  
In the office of the Secretary of State  
of the State of California

MAR 25 2002

BILL JONES, Secretary of State

ARTICLES OF INCORPORATION  
OF  
SOUTH COAST COMMUNITY MEDIA ACCESS CENTER

The undersigned do hereby associate themselves together for the purpose of forming a nonprofit public benefit corporation under and pursuant to the Nonprofit Public Benefit Corporation Law of the State of California (Title 1, Division 2, Part 2 of the California Corporation Code), and do hereby certify:

FIRST:       **CORPORATE NAME.** The name of this corporation is South Coast Community Media Access Center (hereinafter called the "Corporation").

SECOND:       **CORPORATE NATURE AND PURPOSES AND LIMITATIONS.** This Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. The Corporation is organized under the Nonprofit Public Benefit Corporation Law of California for public purposes. The specific and primary purposes for which the Corporation are the following:

- a. To provide, manage, produce and promote non-commercial programming for cablecast on the educational and public access television channel(s), for the Santa Barbara South County community.
- b. To administer and operate the facilities for public and educational access television.

Incidental to and in order to carry out the foregoing purpose, the Corporation shall have and possess, subject to the provisions of these Articles, all powers now or hereafter conferred upon nonprofit public benefit corporations by the laws of the State of California, with the following limitation:

The Corporation shall never engage in any activity other than such activities, as may be incidental to and for the purpose of carrying out the primary purposes for which the Corporation is formed for and on behalf of the residents of the Santa Barbara South County region.

Notwithstanding any other provision of these articles, this Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this Corporation, and the Corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under § 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States internal revenue law, or, by a corporation, contributions to which are deductible under § 170(c)(2) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States internal revenue law.

**THIRD: NON-MEMBERSHIP, NON-PARTISAN, NON-PROFIT CORPORATION.** The Corporation is organized as a nonprofit public benefit corporation, without capital stock and without members. No gains, profits or dividends shall be distributed to any of the Directors or Officers of the Corporation, and no part of the net earnings, funds or assets of the Corporation shall inure to the benefit of any Director, Officer or individual, or any other person, firm or corporation excepting only the County of Santa Barbara, as a trustee for the residents of the Santa Barbara South County region. No substantial part of the activities of the Corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, nor shall it participate in, or intervene in, or publish or distribute statements concerning, any political campaign on behalf of or in opposition to any candidate for public office, except under the limited circumstances provided by § 501(h) of the Internal Revenue Code of 1986. No person serving on the Board of Directors may be financially interested in any contract or obligation of the corporation.

**FOURTH: DEDICATION OF CORPORATE PROPERTY.** The property of the Corporation is irrevocably dedicated to the County of Santa Barbara acting as trustee for the residents of the Santa Barbara South County region; provided, however, that until all indebtedness of the Corporation shall have been paid, such property and any net revenues therefrom may be used for the purpose of paying and retiring such indebtedness.

**FIFTH: AGENT FOR SERVICE OF PROCESS.** The name and address of the initial agent for service of process of the Corporation is, Richard Flacks, 1603 Garden Street, Santa Barbara, California, 93101.

SIXTH:        **INITIAL DIRECTORS.** The number of Directors on the Board of the Corporation shall be three (3). The names and addresses of the persons appointed to act as the initial Directors of this corporation are:

<u>Name</u>	<u>Address</u>
Richard Flacks	1603 Garden Street, Santa Barbara, CA 93101
Matt Zuchowicz	4400 Cathedral Oaks Road, Santa Barbara, CA 93160
Gary L. Dobbins	4856 Carpinteria Avenue, Carpinteria, CA 93013


All further terms and conditions with regard to the appointment of and term of office for Directors, the process for filling vacancies and the specific powers of Directors shall be as set forth in the bylaws of this Corporation.

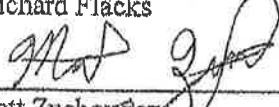
SEVENTH:    **DISSOLUTION.** Pursuant to California Corporations Code § 5132 (a)(2)(i) (as presently enacted or hereafter amended), this Corporation shall dissolve whenever its charter is revoked by at least two of the three "head organizations" (as that term is used in Corporations Code § 5132), to wit, the County of Santa Barbara for residents of the Santa Barbara South County region. Such revocation of charter shall be deemed to have occurred when dissolution of the corporation is requested by resolution of at least two of the three "head organizations."

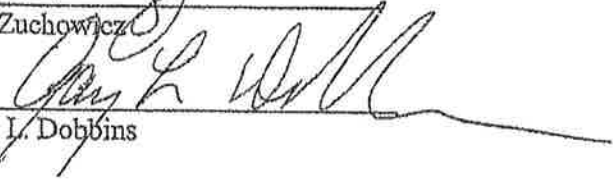
Upon any liquidation, dissolution or winding up of the Corporation, after paying or adequately providing for the debts and obligations of the Corporation, the Directors shall distribute and transfer all remaining assets of the Corporation to the County of Santa Barbara, which, upon transfer to the County of Santa Barbara, shall be held in trust by the County of Santa Barbara for residents of the Santa Barbara South County region, and devoted thereafter exclusively to the purposes of community television programming as determined by mutual agreement of the County, the City of Carpinteria, and the City of Goleta.



IN WITNESS WHEREOF, the undersigned have executed these presents this 14<sup>th</sup> day of March, 2002.

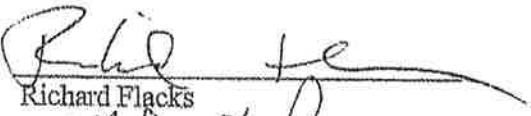
  
Richard Flacks

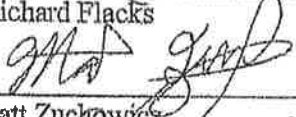
  
Matt Zuchowicz

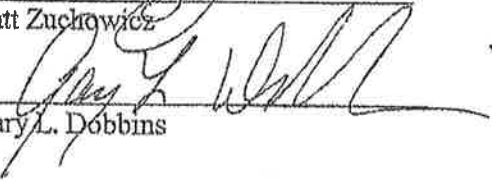
  
Gary L. Dobbins

DECLARATION

We hereby declare that we are the persons who executed the foregoing Articles of Incorporation, which execution is our act and deed.

  
Richard Flacks

  
Matt Zuchowicz

  
Gary L. Dobbins



October 26, 2017

Michael J. Farrell, CPA  
Decker, Farrell & McCoy, LLP  
400 West Ventura Boulevard, Suite 245  
Camarillo, CA 93010

Dear Mr. Farrell,

This representation letter is provided in connection with your audit of the financial statements of South Coast Community Media Access Center, dba TV Santa Barbara, which comprise the statements of financial position as of June 30, 2017, and the related statements of activities and changes in net assets, and cash flows for the year then ended, and the related notes to the financial statements, for the purpose of expressing an opinion as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of October 26, 2017, the following representations made to you during your audit.

**Financial Statements**

- We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated June 16, 2017, including our responsibility for the preparation and fair presentation of the financial statements.
- The financial statements referred to above are fairly presented in conformity with U.S. GAAP.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- Significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable.
- Related party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.
- All events subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed.
- The effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the financial statements as a whole.

- The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.
- Material concentrations have been appropriately disclosed in accordance with U.S. GAAP.
- Guarantees, whether written or oral, under which the Organization is contingently liable, have been properly recorded or disclosed in accordance with U.S. GAAP.

**Information Provided**

- We have provided you with:
  - Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
  - Additional information that you have requested from us for the purpose of the audit.
  - Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
  - Minutes of the meetings of the governing board or summaries of actions of recent meetings for which minutes have not yet been prepared.
- All material transactions have been recorded in the accounting records and are reflected in the financial statements.
- We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- We have no knowledge of any fraud or suspected fraud that affects the organization and involves:
  - Management,
  - Employees who have significant roles in internal control, or
  - Others where the fraud could have a material effect on the financial statements.
- We have no knowledge of any allegations of fraud or suspected fraud affecting the organization's financial statements communicated by employees, former employees, grantors, regulators, or others.
- We have no knowledge of any instances of noncompliance or suspected noncompliance with laws and regulations whose effects should be considered when preparing financial statements.
- We have disclosed to you all known actual or possible litigation, claims, and assessment whose effects should be considered when preparing the financial statements.
- We have disclosed to you the identity of the Organization's related parties and all the related party relationships and transactions of which we are aware.
- The organization has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral, except as made known to you.
- We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us; and we have identified and disclosed to you all laws, regulations and provisions of contracts and grant agreements that we believe have a direct and material effect on the determination of financial statement amounts or other financial data significant to the audit objectives.
- South Coast Community Media Access Center, dba TV Santa Barbara, is an exempt organization under Section 501(c)(3) of the Internal Revenue Code. Any activities of which we are aware that

Michael Farrell, CPA  
October 26, 2017  
Page 3

would jeopardize the Organization's tax-exempt status, and all activities subject to tax on unrelated business income or excise or other tax, have been disclosed to you. All required filings with tax authorities are up-to-date.

Sincerely,

---

Josh Figatner, Treasurer FYE 2017



## Nonprofit Media Maker Membership Levels

Nonprofit Organization Membership Plans	Media Maker Basic Membership	Media Maker Producer Membership	Media Maker Studio Membership	Media Maker Academy Membership	Media Maker Media Mogul Membership
Support TV Santa Barbara	✓	✓	✓	✓	✓
Submit video content to air online and TV	✓	✓	✓	✓	✓
25-50% discount on MediaU courses	✓	✓	✓	✓	✓
Volunteer on media productions - up to 5 individuals		✓	✓	✓	✓
Free Access to TVSB Studios, Editing & Field Equipment (with certification) - up to 8 individuals			✓	✓	✓
Free training and classes through MediaU. Advance registration required - up to 10 individuals				✓	✓
Thank You 15 second spot airing weekly				✓	✓
2 Tickets to a TVSB Special Event					✓
10-20% Discount on TVSB Creative Services					✓
Annual Membership Fee	\$155/yr	\$225/yr	\$425/yr	\$600/yr	\$850+/year

\*Payment for all classes & fees must be paid by the organization to receive the member benefits  
Membership Fees up to the Media Mogul Level are tax-deductible to the extent allowed by law

# TVSB

## Media Maker Membership Levels

Individual Annual Membership Plans	Media Maker Basic Membership	Media Maker Producer Membership	Media Maker Studio Membership	Media Maker Academy Membership	Media Maker Mogul Membership
Support TV Santa Barbara	✓	✓	✓	✓	✓
Volunteer as crew on local independent media productions	✓	✓	✓	✓	✓
25-50% discount on MediaU courses	✓	✓	✓	✓	✓
Submit video content to air online and TV		✓	✓	✓	✓
Free Access to TVSB Studios, Editing & Field Equipment (with certification)			✓	✓	✓
Free training and classes through MediaU. Advance registration required & some restrictions may apply				✓	✓
Thank You 15 second spot airing weekly					✓
2 Tickets to a TVSB Special Event					✓
10-20% Discount on TVSB Creative Services					✓
Annual Membership Fee	\$55/yr	\$155/yr	\$325/yr	\$500/yr	\$750/yr or more
\$25 discount for youth (24 & under) and seniors (65 and over) Membership Fees up to the Media Mogul Level are tax-deductible to the extent allowed by law					

## **ATTACHMENT 1**

Draft Grant Funding Agreement with TV Santa Barbara





**AN AGREEMENT FOR GRANT FUNDS  
BETWEEN THE CITY OF GOLETA  
AND  
TV SANTA BARBARA**

**THIS AGREEMENT FOR GRANT FUNDS** ("Agreement"), made and entered into this \_\_\_\_\_ day of July, 2018, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "City"), and **TV SANTA BARBARA**, a California non-profit corporation (herein referred to as "Grantee").

**WHEREAS**, Grantee is a non-profit organization serving as a fiscal sponsor to the organization Las Noticias en Confianza; and

**WHEREAS**, Las Noticias en Confianza, with support from Grantee, is providing services as identified in paragraph 1A; and

**WHEREAS**, the City chooses to contract for the services described in paragraph 1A, which benefit the City, its residents, business and property owners, and employees, because it is unable to provide such services with its own forces; and

**WHEREAS**, it is beneficial to the City, its residents, business and property owners, and employees and the public welfare that these services be provided; and

**WHEREAS**, Grantee desires to provide to the City, its residents, business and property owners, and employees said services and is qualified by reason of experience, organization, preparation, staffing, and facilities to provide such services; and

**WHEREAS**, the City Council, on July 17, 2018, approved this Agreement and authorized the City Manager to execute the Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and the promises herein contained, City and Grantee agree as follows:

**1. DESCRIPTION OF SERVICES**

**(a)** The services to be performed by Grantee are as follows:

Las Noticias en Confianza provides the only local Spanish-speaking news show with commentary produced in South Santa Barbara County. The show is currently produced entirely by 3 volunteers and 1 staff person, providing necessary community information including: news, guest speakers such as local and state elected officials, community organization representatives, and in this past year, important emergency updates via the show and its Facebook page.

Las Noticias en Confianza serves more than 52,000 Spanish-speaking Latinos in south Santa Barbara County, of which 10,000 are residents in the City of Goleta.

Grantee shall provide the following deliverables to the City by June 30, 2019:

(i) Financial documentation: This should include an itemized report detailing how the funds were expended. Grantee should also retain receipts of any expenditures as back up for a minimum of two years should the City request this information.

(ii) Sample promotional program materials (if applicable)

(iii) End-of-year program report: The Grantee shall complete and submit an end-of-year program report to the City. The end-of-year program report is included as Exhibit A to this Agreement.

(b) Grantee warrants that funds granted by this Agreement shall be used solely for the purpose described on the application form submitted by Grantee. If the activity that is to be funded under this Agreement is canceled or substantially altered, Grantee agrees to notify City and to refund the grant amount in full or in part as directed by City.

(c) City determines that funding is for a project that provides a public benefit within the City of Goleta.

(d) No part of funds provided pursuant to this Agreement shall be used to construct a public project as that is defined in California Labor Code Section 1771, or any administrative or judicial authorities interpreting this section.

## **2. GRANT PAYMENT**

(a) **Maximum and Rate.** The total grant payable to Grantee by City for services under this Agreement shall be \$2,000. Of that sum, \$1,800 shall be provided to Las Noticias en Confianza pursuant to a separate agreement between Grantee and Las Noticias en Confianza to perform the services described herein, which agreement is subject to City approval. The balance may be retained by Grantee for reimbursement of administrative expenses associated with management of the grant funds.

(b) **Payment Schedule.** City shall fund Grantee with grant funds no later than September 30, 2018.

## **3. RESTRICTIONS AND LIMITATIONS ON USE OF CITY FUNDS**

(a) Grant funds provided by City under this Agreement shall not be used for political campaigning purposes or activities. Grantee may not endorse, fundraise, campaign or otherwise support or oppose a candidate for a City of Goleta elected office.

(b) Grant funds provided by City under this Agreement shall not be used for religious activities and will have to demonstrate that all City funds were used for non-religious service to the community.

**4. TERM**

The term of this agreement shall commence on July 1, 2018 and continue until June 30, 2019.

**5. CITY PROJECT MANAGER AND SERVICES BY CITY**

City's "Project Manager", as that person is designated by the City from time to time, is Carmen Nichols, Deputy City Manager.

**6. PROGRESS AND COMPLETION; DELAY DAMAGES**

Grantee shall commence work on the services to be performed upon receiving written authorization to proceed with the work provided by City's Project Manager and receipt of an executed Agreement. All services shall be completed within the term of this Agreement. If its services shall be incomplete in any way, the Project Manager may take appropriate action under this Agreement, at law or in equity, including requiring Grantee to repay to City any funds received for such projects.

**7. PREVAILING WAGES**

To the extent any work performed by or for the Grantee pursuant to this Agreement requires that the payment and reporting of payment of prevailing wages pursuant to State law, such obligation is the responsibility of Grantee.

**8. OWNERSHIP OF DOCUMENTS**

City may request any drawings, designs, data, photographs, report and other documentation directly related to the project (other than Grantee's drafts, notes and internal memoranda), including duplication of same, prepared by Grantee in the performance of these services.

**9. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR**

Steve Ortiz or other City-approved representative, is deemed to be specially experienced and is a key member of the project team of Grantee, and shall be directly involved in performing, supervising or assisting in the performance of this work. She/he shall communicate with, and periodically report to, City's Project Manager on the progress of the work. No work shall be assigned to a subcontractor without City's written consent.

**10. HOLD HARMLESS AND INDEMNITY**

(a) **Hold Harmless for Grantee's Damages.** Grantee holds City, its elected officials, officers, and employees, harmless from all Grantee's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to Grantee, to Grantee's employees, to Grantee's volunteers, contractors or subcontractors, or to the owners of Grantee's firm, whether damages, losses, injuries or liability occur during the work

required under this Agreement, or occur while Grantee is on City property, or which are connected, directly or indirectly, with Grantee's performance of any activity or work required under this Agreement.

**(b) Defense and Indemnity of Third Party Claims/Liability.** Grantee shall investigate, defend, and indemnify City, its elected officials, officers, employees, and volunteers from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, or professional errors and omissions arising out of, directly or indirectly, an error, negligence, or omission of Grantee or Grantee's volunteers, contractors, subcontractors, or the willful misconduct of Grantee or Grantee's volunteers, contractors, subcontractors, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions in law or equity concerning any activity, product or work required under this Agreement, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related to such litigation.

**(c) No Waiver.** City does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by City, or the deposit with City, of any insurance certificates or policies described in Section 11.

## **11. INSURANCE**

Without limiting Grantee's indemnification of Agency, and prior to commencement of Work, Grantee shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Agency.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit per accident.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with

limits of at least \$1,000,000). Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by Agency shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Agency before the Agency's own insurance or self-insurance shall be called upon to protect it as a named insured.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. If the Grantee maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Grantee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

All insurance policies shall be issued by a financially responsible company or companies authorized to do business in the State of California. City, its officers and employees, shall be named as additional insured. Grantee shall provide City with copies of certificates for all policies, in a format acceptable to City, with the appropriate named additional insured coverage and an endorsement that they are not subject to cancellation without 30 days prior written notice to City. Insurance certificates must be submitted by Grantee and approved by City before grant work commences.

## **12. RELATION OF THE PARTIES**

The relationship of the parties to this Agreement shall be that of independent contractors and that in no event shall Grantee be considered an officer, agent, servant or employee of City. Grantee shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

## **13. CORRECTIONS**

In addition to the above indemnification obligations, Grantee shall correct, at its expense, all errors in the work, which may be disclosed during City's review of Grantee's work activities, report or plans as described in the Scope of Services. Should Grantee fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be charged to Grantee or withheld from any funds due Grantee hereunder.

**14. AUDIT OF RECORDS**

At any time during normal business hours and as often as it may deem necessary, Grantee shall make available to a representative of City for examination of all its records with respect to all matters covered by this Agreement and will permit City to audit, examine and/or reproduce such records. Grantee will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this Agreement.

**15. WAIVER; REMEDIES CUMULATIVE**

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

**16. CONSTRUCTION OF LANGUAGE OF AGREEMENT**

The provisions of this Agreement shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

**17. MITIGATION OF DAMAGES**

In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

**18. GOVERNING LAW**

This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of Santa Barbara County.

**19. NONDISCRIMINATION**

Grantee shall comply with the federal Americans with Disability Act, Public Law 101-336, and observe the disability discrimination prohibitions of such laws in the performance of the work required under this Agreement.

**20. CAPTIONS**

The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

**21. AUTHORIZATION**

Each party has expressly authorized the execution of this Agreement on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this Agreement.

**22. ENTIRE AGREEMENT BETWEEN PARTIES**

Except for Grantee's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services. Any modifications of this Agreement will be effective only if it is in writing and signed by the party to be charged.

**23. PARTIAL INVALIDITY**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**24. NOTICES**

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY: Michelle Greene, City Manager  
City of Goleta  
130 Cremona Drive, Suite B  
Goleta, CA 93117

TO GRANTEE: TBD

**In concurrence and witness whereof**, this Agreement has been executed by the parties effective on the date and year first above written.

**CITY OF GOLETA**

**GRANTEE**

\_\_\_\_\_  
Michelle Greene, City Manager

\_\_\_\_\_  
TBD  
Chief Executive Officer

**ATTEST**

\_\_\_\_\_  
Deborah Lopez, City Clerk

\_\_\_\_\_  
TBD  
Chief Financial Officer

**APPROVED TO FORM**

\_\_\_\_\_  
Winnie Cai, Deputy City Attorney



## **EXHIBIT A**

### **End of Year Report**

**JULY 1, 2018 – JUNE 30, 2019**

Agency Name:

Contract Amount: \$

Activity or Program Name:

Activity Location:

Agency Contact Name:

Agency Contact Number:

Provide a description of the funded activity or program.

What were the goals and objectives of the funded activity or program?

Describe activity or program accomplishments.

Comment on areas of significant deviation from the activity/program goals and objectives, if any.

Comment on any areas of significant deviation from the budget proposal submitted with the activity/project application, if any.