# AMENDMENT NO. 1 TO THE FIRST RESTATED AND AMENDED GRANT AGREEMENT NO. C-108757

#### Between

#### CITY OF LOS ANGELES

and

#### LOS ANGELES CABLE TELEVISION ACCESS CORPORATION

This AMENDMENT NO. 1 TO THE FIRST RESTATED AND AMENDED GRANT AGREEMENT NO. C-108757 is made and entered into as of this 1<sup>st</sup> day of July, 2014 between THE CITY OF LOS ANGELES (hereinafter "City"), a California municipal corporation, acting by and through the Information Technology Agency, and the Los Angeles Cable Television Access Corporation (hereinafter "Grantee"), a California nonprofit corporation with a principal place of business at 2301 East 7<sup>th</sup> Street, Suite A 108, PMB 6, Los Angeles, CA 90023.

#### WITNESSETH:

WHEREAS, Grantee has made an application for City funding in order to operate the City's Citywide Access Channel; and

WHEREAS, the grant money shall be used by Grantee to provide mixed-use access programming on one Citywide interconnected public, community and educational access channel in accordance with the provisions of this Agreement; and

WHEREAS, as a result of changes imposed under the State's Digital Infrastructure and Video Competition Act (DIVCA), GRANTEE agrees to provide mixed-use access programming management for video programming carried via cable, telephone and internet in accordance with the December 3, 2008 action of City Council and concurrence of the Mayor (CF 06-2818) and DIVCA; and

WHEREAS, the grant money, if provided by Grantor, shall be used by Grantee to provide Educational, Public and Community access programming on the Citywide Access Channel; and

WHEREAS, effective July 1, 2005, the City and Grantee entered into Contract No. C-108757 (hereinafter the "Grant Agreement"), whereby the City provided Grantee funding in order to operate and manage the Citywide Access Channel; and

WHEREAS, effective December 14, 2005, the City and Grantee entered into Amendment No.1 to Contract C-108757 to increase funding provided to Grantee by

\$75,000 for the purpose of purchasing a video server and tape playback equipment for the operation of the Citywide Access Channel; and

WHEREAS, effective July 20, 2006, the City and Grantee entered into Amendment No. 2 to Contract C-108757 to extend the period of performance to June 30, 2007 and provide funding in the total amount of \$555,000; and

WHEREAS, effective August 23, 2007, the City and Grantee entered into Amendment No. 3 to Contract C-108757 to extend the period of performance to June 30, 2008 and continue funding in the amount of \$555,000; and

WHEREAS, effective October 16, 2008, the City and Grantee entered into Amendment No. 4 to Contract C-108757 to extend the period of performance to June 30, 2009 and increase funding by \$50,000 for a total of \$605,000; and

WHEREAS, effective July 1, 2009, the City and Grantee entered into a Supplemental Agreement No.1 regarding Contract C-108757 to extend the period of performance to June 30, 2010 and provide funding in the amount of \$550,000; and

WHEREAS, effective July 1, 2010, the City and Grantee entered into a Supplemental Agreement No. 2 regarding Contract C-108757 to extend the period of performance to June 30, 2011 and provide funding in the amount of \$505,000; and

WHEREAS, effective July 1, 2011, the City and Grantee entered into a Supplemental Agreement No. 3 regarding Contract C-108757 to extend the period of performance to June 30, 2012 and provide funding in the amount of \$505,000; and

WHEREAS, effective July 1, 2012, the City and Grantee entered into a Supplemental Agreement No. 4 regarding Contract C-108757 to extend the period of performance to June 30, 2013 and provide funding in the amount of \$505,000; and

WHEREAS, effective July 1, 2013, the City and Grantee entered into a First Restated and Amended Grant Agreement regarding Contract C-108757 to extend the period of performance to June 30, 2014 and provide funding in the amount of \$505,000; and

WHEREAS, Grantee has made an application for City funding in order to provide the same services to the City for Fiscal Year 2014-16; and

WHEREAS, Grantee has agreed to and has amended its Bylaws and facility operating guidelines to provide and air programming as an Educational/Public/Community Access provider, thereby enabling new programming opportunities for Public Access users including internet access through Grantee's provision of Internet services; and

WHEREAS, the Grantee shall facilitate the Public Access users on a first-come, first-served basis as Grantee deems appropriate and reasonable to do so; and

WHEREAS, Grantee has demonstrated to the City that it is well qualified and responsible in performing the specified services in the Grant Agreement; and

WHEREAS, the term of the Grant Agreement expires on June 30, 2014; and

WHEREAS, the City wishes to extend the term of the Grant Agreement through June 30, 2016 and provide funding in the maximum allowable amount of \$505,000 per fiscal year forthwith, subject to and conditioned upon final approval by City Council and Mayor; and

NOW THEREFORE; in consideration of the foregoing conditions, promises and covenants hereinafter contained the parties hereto agree as follows:

1. PURPOSES OF THE GRANT AGREEMENT, is hereby modified in its entirety to read as follows:

The purpose of this Restated Grant Agreement is to set forth the terms and conditions for Grantee's use of the Citywide interconnected access channel as contemplated in this Agreement. Upon submission and approval of all financial documents required under the Restated Grant Agreement, Grantee will be provided funding on a monthly basis. All grant money shall be used to finance Grantee's annual budget, attached as Exhibit A. Any significant deviations from budgets submitted pursuant to this Restated Grant Agreement must be approved in advance in writing by the Information Technology Agency (ITA) or its designee. Significant deviations shall be defined as any category deviations that exceed 10% in a fiscal year. The term of this Grant Agreement shall commence on July 1, 2005 and shall terminate on June 30, 2016. This Grant Agreement shall be subject to termination by the City if funds are not appropriated for these services in each ensuing fiscal year commencing July 1. If this Contract is terminated for non-appropriated funds, the City shall provide Contractor with notice of any termination or reduction of funds after July 1<sup>st</sup>.

- 2. REPORTS, RECORDS AND AUDITS, Paragraph No. 18, is hereby modified to amend item F as follows:
  - F. A description of any changes to the "Guide to Rules and Procedures for Educational Access Users," (Exhibit B), including the addition of opportunities for Public Access users to have access to programming time slots after June 30, 2014, and shall include the provision of Internet services available to Public Access users.
- 3. <u>REPORTS, RECORDS AND AUDITS</u>, Paragraph No. 21, is hereby modified in its entirety to read as follows:

For City fiscal year 2014-15, Grantee shall submit to the ITA a report prepared by an independent public accountant ("Auditor") certified to perform audits that conform to GAAP no later than November 15, 2014. The yearly audit performed in accordance with GAAP, shall state the complete financial position of the Grantee as of the 30<sup>th</sup> day of June 2014, and shall cover the period July 1, 2013 through June 30, 2014. The methodology employed in this audit must be approved in writing by the City prior to the Auditor beginning this audit.

For City fiscal year 2015-16, Grantee shall submit to the ITA a report prepared by an Auditor certified to perform audits that conform to GAAP no later than November 15, 2015. The yearly audit performed in accordance with GAAP, shall state the complete financial position of the Grantee as of the 30<sup>th</sup> day of June 2015, and shall cover the period July 1, 2014 through June 30, 2015. The methodology employed in this audit must be approved in writing by the City prior to the Auditor beginning this audit.

4. <u>METHOD OF FUNDS RELEASED TO GRANTEE</u>, Paragraph No. 24, last sentence, is hereby modified to read as follows:

Subject to the limitations herein, the City shall provide funding in an amount not to exceed \$505,000 per City fiscal year.

5. GENERAL TERMS AND CONDITIONS, Paragraph No. 32, is hereby modified in its entirety to read as follows:

Grantee has represented to the City that it is a nonprofit corporation and has qualified for tax-exempt status under Section 501(c)(3) of the Internal Revenue Code. Grantee shall conduct all of its activities so as to maintain tax-exempt status. Grantee shall supply proof of tax-exempt status to the City on a yearly basis. For City fiscal year 2014-15, proof shall be submitted in the first semi-annual report due on or before the 15<sup>th</sup> day of January 2015 for the period covering the preceding fiscal year of July 1, 2013 through June 30, 2014. For City fiscal year 2015-16, proof shall be submitted in the first semi-annual report due on or before the 15<sup>th</sup> day of January 2016 for the period covering the preceding fiscal year of July 1, 2014 through June 30, 2015. Grantee shall promptly notify the City of any change in its tax exempt status. Failure by Grantee to notify the City of any change in its tax exempt status within 30 days of the change will be deemed a material violation of the Grant Agreement.

6. GENERAL TERMS AND CONDITIONS, Paragraph No. 42, is hereby modified in its entirety to read as follows:

Due to the need for the Grantee's services to be provided continuously on an ongoing basis, Grantee may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Amendment, those services are hereby ratified.

Exhibit A – LACTAC 2014-15 Proposed Budget

Exhibit A1 – LACTAC 2015-16 Proposed Budget

Exhibit B - Guide to Rules and Procedures for Educational Access Users

Exhibit C – 2014-15 Performance Measures

Exhibit C1 – 2015-16 Performance Measures

Exhibit D - Travel Policy and Guidelines

7. Except as amended herein, all other provisions of the Grant Agreement No. C-108757 as previously amended, are incorporated by reference, and shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be signed by their respective duly authorized officers:

APPROVED AS TO FORM: MICHAEL N. FEUER, City Attorney	CITY OF LOS ANGELES
By: Laurel L. Lightner	Laura Ito
Assistant City Attorney	Director of Finance and Administration Information Technology Agency
Date:	Date:
ATTEST: HOLLY WOLCOTT Interim City Clerk	LOS ANGELES CABLE TELEVISION ACCESS CORPORATION
By:	Signature
Date:	Printed Name
	Title
	Date

Los Angeles Cable Television Access Corporatio

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			JULY 2014 THRU JUNE 2015	RUJUNE	A CHINE	PROJECTED		
		Projected	רא כווי	P	لم عاتوزم Projected	LA36		TOTAL
	m Armanian Armanian principal and Armanian and Armanian Armanian and A	ACTUALS	3355	Variance	ACTUALS	Budget	Variance	PROJECTED
Opera	Operations Income/Expense		1					
	420-00 Grant Income City of 1 &	255 000	255 000	c	Ċ	•	mg i ng i na taoh	255 000
	430-00 - Program Service Fees				21.500	25.000	-3.500	21,500
	440-00 - Production Service Fees	0		and the foundation of contents of the contents	544,073	425,000	119,073	544,073
\$ \$ \$ \$	450-00 • DVD Duplication	0			1,450	1,000	480	1,460
	Total home	255,000	255,000	o	567,033	451,000	116,033	822,033
<del></del>	Gross Profit	255,000	255,000	Ö	567,033	451,000	116,033	622,033
	Expense	1,000 11 11 11 11 11 11	The second secon		e nancen year an all			20 C C C C C C C C C C C C C C C C C C C
	1 · Personnel	150	160 000	C	\$00 as	25 000	2 200	402 272
	1.2 · Pavroll Taxes	16.000	46.000	Č Č	9.457	1.500	7.857	754.75
\$ 100 mm	1.4 · Workers Compensation	2,000	2,600	0	8,679	8,100	2,579	10,679
	1,5 · 401k	D Commence of the commence of	0	0	6,544	9,000	544	4,54
	1.6 · Health insurance	4,750	4,750	O	15,476	10,250	5,226	20,226
	1,8 · Payroll Expenses/Services	0	0	0	4,811	5,000	-189	4,811
A.	Total 1 · Personnel	182,750	182,750	0	83,192	63,850	19,342	265,942
	2 · Technical Consultants	tyrkonika yakiliki ya		annon fir fa fa gartigan 1 ga	1679 A 11 (Assessment)		el y n to y t n Y no tree e e	Nagagoroka (kasala da k
	2.1 · Accountant Fees	•	C	0	13,540	8,000	5,540	13,540
!	2,2 - Auditors	<b>a</b>	0	0	10,000	8,000	2,000	10,000
	2.9 Outside Services		O	o	200	1,000	-500	200
	Total 2 · Technical Consultants		O	0	24,040	17,000	7,040	24,040
	3 · Occupancy					ery pronounce (Acidy o		
	3.1 · Rent	30,000	30,000	Ö	6,108	5,000	1,108	36,108
	3.2 · Parking Fees	0	o	0	63	0	63	89
	3.3 · Other Occupancy Costs	5,000	5,000	0	3,101	3,000	101	8,101
	3.4 · Telephone/Fax/Pager/On-line Svc	2,000	2,000	0	5,714	4,000	1,714	The second secon
	3.5 · Connectivity	2,000	2,000	O	21,690	17,000	4,690	23,690
	Total 3 · Occupancy	39,000	39,000	0	36,676	23,000	7,676	75,676
	4 · Supplies		nd nif nif ni termel for at edimental and mil nif nif nif nif her benefat feet		Section 1994 Secti	THE THE PARTY OF T	The state of the s	No.
	4.1 Audio Visual	1,000	1,000	0	0 8	0 666	<b>O</b> (	1,000
	Trefal 4 . Committee	7 600	0000 4	÷ 6	(A) 6	V,050	1,044	4,5,4,4,6,4,4,6,4,4,6,4,4,6,4,4,6,4,4,6,4,4,6,4,4,6,4
	5 Insurance			,	And the state of t			
	5.1 · Broadcasters Liability/E&O	1,000	1,600	0	6,312	5,306	1,006	218,7
	5.2 · General Liability	1,000	1,000	O	10,752	9,194	1,558	11,752
	5,3 - Directors & Officers	1,000	1,000	0	1,013	626	387	2,013
	Total 5 Insurance	3,000	3,000	Ó	18,077	15,128	2,951	21,077

6,2 · Conference/I raining	0.000	0	0	009	200	100	009
6.3 · Gasoline	0	0	0	8,935	3,000	5,935	8,935
6.4 · Local Travellifilleage	200	200	Ó	4,291	300	3,007	494
6.5 - Weals/Lodging	o	O	Ċ	158.0	5,000	4,341	9,341
6.6. Parking	O	ය	O	1,641	1,500	14	1,641
6.7 · Production Vehicles	1,000	1,000	O	844	209	341	1,841
5.8 · Transportation/Vehicle Rental	0	0	0	250	300	-50	250
Total 6 - Travel	1,200	1,200	0	25,899	11,100	- 14,799	27,099
7 · Publications	nt to the country to and de	11 11 11 11 11 11 11 11 11 11 11 11 11	да бенара ча <sub>л</sub> ун канунад	Бар II таруы отоо	errodon e li In Tând	9000 V - 1000 V - 100	
7.1 · Stationery Production/Printing		0	o	200	200	0	200
7.4 Training Materials	0	0	o	0	0	0	
Total 7 · Publications	0	0	O	200	200	ø	200
8 · Other	ender consiste to the least of	and a second of the second	MERCITA ANDRONA NEW	ense a territoria della e di	ili aktroninavini	arust karaja karaja e kara	
8.1 · Bank fees/penaities/permits&fee		0	0	504	300	204	504
8.4 · LA 36 PR/Promotions	0	O	o	1,140	1,000	140	1,140
8.5 · Membership-Dues	0	a	C	1,131	1,000	13	1,131
8.6 · Postage & Delivery	200	500	O	1,473	1,500	-27	1,973
8.8 · Subscriptions	O	G	o	2,220	1,500	720	2,220
8.9 Other	0	0	0	2,524	2,500	24	2,524
Total 8 · Other	200	200	0	8,992	7,800	1,192	9,492
9 · Production & Programming	27,050	27,050	Ċ	363,465	304,624	58,841	390,515
Total Operations Expense	255,000	255,000	0	283,882	451,000	112,882	818,882
Net Operations Income		•	0	21.51	**************************************	2,15	3,151
Capital Income/Expense	a e la diante y d				eaven-see ev	Orași de Silvanii Orași de Silvanii de Sil	
in the second se				A COMPANY OF COMMENT AND ADDRESS OF THE COMPANY OF			e e parameter e este anne parameter a la melliot (Ne estil 1.1 et el estil e este en el este estil e estil e e La fai faiglaca esta a parameter a mana estada a melliot (Ne estil 1.1 et el estil e estada en el estada en el
18 · Grant · Capital Campaign	250,000	250,000	O	0	Ö	Ò	250,000
Total Capital Income	250,000	250,000	0	0	9	0	250,000
Other Expense	g tanta ne caregal	alamina langata	ANTERIO DE LA COLONIA I		kang mga kang maga k	aktivatu oli va a tai gistatu.	
19 · Capital Granf Expenses			Jan es en e	Maritin I	Figure 44 v	argun tanad	
19.3 · Audio Visual New	75,000	75,000	O	0	Ó	Ö	75,000
19.4 · Equip Repair & Maintenance	24,000	24,000	0	0	Q	O	24,000
19.6 · Equipment Rental	36,000	38,000	0	O	0	o	36,000
18.6 · Library	115,000	115,000	0	0	O	Ö	115,000
Total 19 · Capital Grant Expenses	250,000	250,000	O	O	0	Ö	250,000
Total Other Expense	250,000	250,000	0	Ö	Ö	Ö	250,000
Net Other Income	C	a	0	C	0	Ö	
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Los Angeles Cable Television Access Corporation LA36 & LA City Budget 2015 2016 Projection

015 2016 Projection		JULY 2015 THRU JUNE 2016 PROJECTED	RULUN	IE 2016 PF	OJECTED	A comment of the comm		
•	LA City Projected	LA City		LA 36 Projected	LA 36			TOTAL
	ACTUALS		Variance	ACTUALS	Budget Var	Variance	PRC	PROJECTED
Operations Income/Expense	The state of the s		4					
Income								
420-00 · Grant Income City of LA	255,000	255,000	0	0	0			255,000
430-00 · Program Service Fees	0	0		25,000	25,000	0		25,000
440-00 · Production Service Fees	0	0		540,000	540,000	0		540,000
450-00 · DVD Duplication	0	0		1,000	1,000	0		1,000
Total Income	255,000	255,000	0	566,000	566,000	0		821,000
Expense								
1 · Personnel								
1.1 · Wages & Salaries	160,000	160,000	0	55,000	55,000	0		215,000
1.2 · Payroll Taxes	16,000	16,000	0	1,500	1,500	0		17,500
1.4 · Workers Compensation	2,000	2,000	0	6,100	6,100	0		8,100
1.5 · 401k	0	0	0	6,000	6,000	0		000'9
1.6 · Health Insurance	4,750	4,750	0	10,250	10,250	0		15,000
1.8 · Payroll Expenses/Services	0	0	0	5,000	5,000	0		5,000
Total 1 · Personnel	182,750	182,750	0	83,850	83,850	0		266,600
2 · Technical Consultants								
2.1 · Accountant Fees	0	0	0	13,540	13,540	0		13,540
2.2 · Auditors	0	0	0	10,000	10,000	0		10,000
2.9 Outside Services		0	0	1,000	1,000	0		1,000
Total 2 · Technical Consultants	0	0	0	24,540	24,540	0		24,540
3 · Occupancy								
3.1 · Rent	30,000	30,000	0	10,000	10,000	0		40,000
3.2 · Parking Fees	0	0	0	0	0	0		0
3.3 · Other Occupancy Costs	5,000	5,000	0	3,000	3,000	0		8,000

3.4 · Telephone/Fax/Pager/On-line Svc	2,000	2,000	0 ;	5,000	5,000	0 1	2,000
3.5 · Connectivity	2,000	2,000	0	18,000	18,000	0	20,000
Total 3 · Occupancy	39,000	39,000	0	36,000	36,000	0	75,000
4 · Supplies							
4.1 Audio Visual	1,000	1,000	0	0	0	0	1,000
4.2 · General	500	200	0	3,000	3,000	0	3,500
Total 4 · Supplies	1,500	1,500	0	3,000	3,000	0	4,500
5 · Insurance							
5.1 · Broadcasters Liability/E&O	1,000	1,000	0	5,300	5,300	0	6,300
5.2 · General Liability	1,000	1,000	0	9,200	9,200	0	10,200
5.3 · Directors & Officers	1,000	1,000	0	640	640	0	1,640
Total 5 · Insurance	3,000	3,000	0	15,140	15,140	0	18,140
6 · Travel							
6.2 · Conference/Training	0	0	0	200	200	0	200
6,3 · Gasoline	0	0	0	8,000	8,000	0	8,000
6.4 · Local Travel/Mileage	200	200	0	3,000	3,000	0	3,200
6.5 · Meals/Lodging	0	0	0	8,000	8,000	0	8,000
6.6 · Parking	0	0	0	2,000	2,000	0	2,000
6.7 · Production Vehicles	1,000	1,000	0	900	200	0	1,500
6.8 · Transportation/Vehicle Rental	0	0	0	300	300	0	300
Total 6 · Travel	1,200	1,200	0	22,300	22,300	0	23,500
7 · Publications							
7.1 · Stationery Production/Printing	0	0	0	200	200	0	500
7.4 · Training Materials	0	0	0	0	0	0	0
Total 7 · Publications	0	0	0	200	200	0	200
8 · Other							
8.1 · Bank fees/penalties/permits&fee	0	0	0	1,000	1,000	0	1,000
8.4 · LA 36 PR/Promotions	0	0	0	1,000	1,000	0	1,000
8.5 · Membership-Dues	0	0	0	1,000	1,000	0	1,000
8.6 · Postage & Delivery	200	200	0	1,500	1,500	0	2,000
8.8 · Subscriptions	0	0	0	2,500	2,500	0	2,500
8.9 · Other	0	0	0	2,500	2,500	0	2,500

10,000	393,050	815,830	5,170	250,000	250,000			75,000	24,000	36,000	115,000	250,000	250,000	• • • • • • • • • • • • • • • • • • •
0	0	0	0	0	0			0	0	0	0	0	٥	0
9,500	366,000	560,830	5,170	0	0			0	0	0	0	0	0	0
9,500	366,000	560,830	5,170	0	0			0	0	0	0	0	0	0
0	0	0	O	0	0			0	0	0	0	0	0	0
200	27,050	255,000	0	250,000	250,000			75,000	24,000	36,000	115,000	250,000	250,000	0
200	27,050	255,000	0	250,000	250,000			75,000	24,000	36,000	115,000	250,000	250,000	0
Total 8 · Other	9 · Production & Programming	Total Operations Expense	Net Operations Income	Capital Income/Expense Capital Income 18 · Grant - Capital Campaign	Total Capital Income	Capital Expense	19 · Capital Grant Expenses	19.3 · Audio Visual New	19.4 · Equip Repair & Maintenance	19.5 · Equipment Rental	19.6 · Library	Total 19 · Capital Grant Expenses	Total Other Expense	Net Other Income

5,170

5,170

5,170

0

Net income

# Los Angeles Cable Television Access Corporation (LACTAC) Public Access Guidelines

#### **Public Access In The City Of Los Angeles**

The Los Angeles City Council adopted Option One of the recommendations and options provided by the Board of Information Technology Commissioners for Public, Educational and Governmental Access (PEG) commencing January 1, 2009.

Until further notice, LA36 (LACTAC) will carry the "Best Of" Public Access programming in the City of Los Angeles. "Best Of" will be decided by an advisory committee who will review content on a quarterly basis. Approved content will then be schedule on a First-come, First-serve basis in the station's allocated time slots. The remainder of submitted content will be housed on a website hosted by LA36 (same submission rules apply). The City will be unable to provide Public Access studios due to changes in state law. In addition, LA36 does not have studio capacity or equipment for loan. However, LA36 does provide production services for a minimum fee of \$500 dollars per show. Please contact the LA36 offices for more information.

#### **Submission Guidelines:**

These guidelines apply to Public Access content supplied to LA36 by Los Angeles stakeholders. All submissions must include a signed compliance form and a completed playback request form. Do not submit masters as no submissions will not be returned, regardless of whether or not the program is selected for cablecasting or not. LACTAC and its advisory board will base its decisions to air programming based on many factors including the following guidelines:

#### Who can submit programming:

Any individual over 18 years of age or non-profit stakeholder in the City of Los Angeles. There is no fee associated with airing on LA36.

#### When to submit programs:

LACTAC will accept programming via mail on a quarterly basis. The Public Access Advisory committee will review program submissions once a quarter. Please submit content by the following dates in 2014: February 1, May 1, August 1 and December 1. Any content submitted after the aforementioned dates will be judged in the next quarter. You may submit as many programs as you would like at one time up to 26 hours (52, 30 minute shows or one years worth) of content in a calendar year.

#### Program restrictions:

Programs must not contain any of the following: gambling, obscenity, sexual content, solicitation of funds, advertising, promotion of commercial products and/or services, misrepresentation of illegalities such as libel, slander, defamation, invasion of privacy or publicity rights, unfair competition or copyright violation.

Episodes will receive no more than 2 airings in a year. Ideally shows will be the standard lengths of 28:00 or 58:00 minutes. No single public access community producer shall monopolize the channel time or a

specific time slot. No single public access producer may have more than one hour of public access channel space in any given week and a maximum of two hours of channel space per month. Individual episodes only need to be submitted once. Once selected to air on LA36 you may request a second airing by writing to <a href="mailto:publicaccess@lachannel36.com">publicaccess@lachannel36.com</a>.

The Advisory Committee makes all final decisions in regard to what it deems the "Best Of" Public Access. While LA36 generally conducts business in English, you are welcome to submit programs in any language. Programs submitted in languages other than English must also be submitted with an English transcript.

#### Once my program is selected for air how will my program be scheduled?

LACTAC will, to the best of its ability, provide channel time on a first-come, first-served basis, subject to the policies and guidelines herein. LA36 will exercise scheduling discretion to ensure access for new channel users, single programs, series and special events. Channel time is made available on a reasonable, nondiscriminatory basis. Locally produced works take precedence over programs produced outside of Los Angeles. Notification of cablecast dates will be given via email.

#### Single Show:

A "special" or stand-alone single program (not part of a series) will receive no more than 2 airings in a calendar year and will be scheduled on a first-come, first served basis. No than one hour of public access channel space in any given week and a maximum of two hours of channel space per month.

#### **Series Show**

Series program producers are allotted 4 (30 minute) blocks per month. We are unable to guarantee specific time slots to anyone.

We reserve the right to make changes to the scheduled air date and time without advanced notice . We are not liable for any mistakes, omissions or interruptions in the cablecast and any other means of distribution of programs.

#### Where to submit:

All DVD submissions must be mailed in to: LA36 attn: Public Access Programming 2301 E 7<sup>th</sup> St, Mailbox 6 Los Angeles, CA 90023

#### WE DO NOT ACCEPT WALK INS OR DROP OFFS.

- 1. All submissions must include a signed compliance form and a completed playback request form.
- 2. Submit the show with a copy of a photo I.D. with your birth date
- 3. A copy of a document with your current Los Angeles address such as a utility bill
- 4. Please do not submit program masters. LACTAC will not return any submitted content.
- 5. Please make sure the DVD is properly labeled and follows the technical requirements listed below.
- 6. You may submit as many programs as you would like at one time up to 26 hours (52, 30 minute shows or one years worth) of content in a calendar year.

#### **TECHNICAL STANDARDS**

These standards are required for every submitted program — individual and series.

#### 1. AUDIO FORMAT REQUIREMENTS

- a) Program audio shall be recorded on both channels (stereo preferred or dual mono). Programming consisting exclusively of dialog on one channel and ambience on the other audio channel must be mixed to mono and recorded on both audio channels. Audio shall be recorded in phase.
- b) Maintain optimum audio level at -10 db. Do not go over -4 db to avoid sound distortions.
- c) Any language. (If any other language other than English it must be submitted with a English transcription)

#### 1. DVD FORMAT REQUIREMENTS

- No menus
- DVDs should start with 10 seconds of black
- Slate with program title, producer or organization name, segment or episode title, date and tape number
- 10 seconds of black
- Program begins, fade in from black
- Program ends with credits, fade out to black.
- Shows may include underwriting at the start or end of the program. Logos only for 10 seconds. No voice over, business mailing address, phone or fax number or web address may be included with underwriting acknowledgements.
- Stable control track throughout.
- Video and audio tracks well synchronized to avoid lip-synch problems.

#### 3. MEDIA QUALITY

The program DVD must have good audio and video quality. When a question of adequate content quality arises, the advisory committee will decide whether or not the program meets LA36's quality standards.

- DVD's submitted should ideally be recorded at the lowest compression rate
- No menus
- Must have zero or very low noise content.
- Must have no color smearing.
- Horizontal stability (sync) in all modes.
- Free from break-up, glitch, noise, snow or dropouts, creases or damage
- Clear, audible and understandable sound track with equal volume level on two channels.
- Program must be delivered in a jewel case, jacket, sleeve or box to protect from dust and dirt that can damage LA36 equipment
- Program must be properly labeled.
- Do not submit Program Masters.

#### 4. LABELING

CASES: Jewel cases or sleeves must be clearly labeled with:

- Program Title
- Community Producer or Organization Name and phone number
- TRT (total running time hour : minutes : seconds)

- Episode or program number or subtitle
- Date program was made
- Any other optional information

#### DVD

DVD labels must be printed, etched or legibly hand-written with permanent marker.

- The media must contain enough identifying information to match the media case.
- Scotch-taped and/or sticker labels will not be accepted.
- DVDs must be delivered in jewel cases, boxes or sleeves to protect from dust and scratches.

#### 1. EDITING

All programs must be professionally edited on a nonlinear editing system.

- Camera or VCR edits made by turning the camera (or VCR) off and on while shooting are not acceptable.
- LA36 does not air programming that is unprofessionally mastered because it introduces glitches, breakups and/or snow, and lowers picture quality— resulting in transmission problems.

#### 2. TOTAL RUNNING TIME

LA36 accepts Public Access programs in two lengths.

- Programs for half-hour time slots must be from 25 to a maximum of 28 ½ minutes long.
- Programs for hour long time slots must be 55 to a maximum of 58 ½ minutes long.
- Ideally shows will be the standard lengths of 28:00 or 58:00 minutes

For more information: LA36 Public Access Line – 213-346-3864 ext. 311 www.la36.org

Revised on 1/15/14 Subject to change or review

# LOS ANGELES CABLE TELEVISION ACCESS CORPORATION (LA36)

## FY 2014-2015 PERFORMANCE MEASURES

#### SERVICES

1.	AVG ANNUAL HOURS OF CABLECAST – COMMUNITY PROGRAMMING	<u>5500</u>
2.	AVG ANNUAL HOURS OF CABLECAST – EDUCATIONAL PROGRAMMING	3000
3.	AVG ANNUAL HOURS OF CABLECAST – PUBLIC ACCESS PROGRAMMING	<u>650</u>
4.	TOTAL NUMBER OF PUBLIC ACCESS USERS SCHEDULING PROGRAMMING ON AIR	<u>50</u>
5.	TOTAL NUMBER OF PUBLIC ACCESS USERS SCHEDULING PROGRAMMING ON WEB	<u>35</u>
6.	NUMBER OF TRAINING SESSIONS (Interns) _	<u>15</u>
7.	NUMBER OF EDUCATIONAL ENTITIES RECEIVING TECHNICAL PRODUCTION ASSISTANCE	10

## **REVENUE**

1.	INCOME FROM PRODUCTION SERVICES	<u>\$555,000</u>
2.	INCOME FROM PROGRAM SERVICE FEES	<u>\$23,000</u>
3.	LA CITY GRANT INCOME	\$505,000

# LOS ANGELES CABLE TELEVISION ACCESS CORPORATION (LA36)

# **FY 2015-2016 PERFORMANCE MEASURES**

#### **SERVICES**

1.	AVG ANNUAL HOURS OF CABLECAST – COMMUNITY PROGRAMMING	5600
2.	AVG ANNUAL HOURS OF CABLECAST – EDUCATIONAL PROGRAMMING	3000
3.	AVG ANNUAL HOURS OF CABLECAST – PUBLIC ACCESS PROGRAMMING	<u>650</u>
4.	TOTAL NUMBER OF PUBLIC ACCESS USERS SCHEDULING PROGRAMMING ON AIR	<u>55</u>
5.	TOTAL NUMBER OF PUBLIC ACCESS USERS SCHEDULING PROGRAMMING ON WEB	<u>40</u>
6.	NUMBER OF TRAINING SESSIONS (Interns)	<u>15</u>
7.	NUMBER OF EDUCATIONAL ENTITIES RECEIVING TECHNICAL PRODUCTION ASSISTANCE	10

## REVENUE

1.	INCOME FROM PRODUCTION SERVICES	<u>\$555,000</u>
2.	INCOME FROM PROGRAM SERVICE FEES	<u>\$25,000</u>
3.	LA CITY GRANT INCOME	<u>\$505,000</u>

# ATTACHMENT <u>City of Los Angeles - Information Technology Agency</u> Travel Guidelines

The following guidelines are intended to balance the financial interest of the City with the consideration of equitable compensation for its contractors.

#### DAILY EXPENDITURE LIMIT - PER DIEM

The daily expenditure limit (per diem "at destination") is currently \$229.32 per day (limits are detailed in the City Budget Manual, Table II, "9.23 Travel Allowances - Air Fare, Per Diem Rates, and Other Expenses including Ground Transportation"). This daily limit covers both lodging and meals; however, within this overall limit, the total daily expenditure for all meals may not exceed \$60. You will NOT be reimbursed for lodging and meal costs that in total exceed these daily limits.

Travelers are encouraged to find a hotel room costing under <u>\$169.32 per night</u>, and are requested to make inquiries until one is found. If one cannot be found, an approval from ITA <u>must</u> be obtained prior to making the reservation.

Any traveler who shares a hotel room with one or more members of his or her family will be reimbursed only at the single occupancy rate for that room.

You may NOT rent a car at City expense without specific approval in advance from ITA.

#### AIR TRANSPORTATION

Original airline receipts must be submitted with the personal expense statement to verify airfare cost. Airfares are based on round trip flight, coach class, unrestricted ticket, between Contractor's work location and Los Angeles (or such other designated destination approved by the ITA). Where possible, economy, excursion or other special fares are to be used. The ITA will not pay for first class airfare or for any air fare which exceeds the estimated airfare.

#### LOCAL TRANSPORTATION

The first consideration should be to complete the City's business at the least cost. The use of rental cars is strongly discouraged. Most major cities have adequate public transportation and taxi services around convention hotels and airports.

#### **MEALS**

Travelers are expected to use prudence in selection of restaurants, and keep meal costs within reasonable limits. As a guideline, <u>meals (including tips)</u> should not exceed the following ranges:

<u>Breakfast</u>	<u>Lunch</u>	<u>Dinner</u>
\$10-\$15	\$15-\$20	\$15-\$25

- No individual meal charged to the City is to exceed \$25, including tips.
- Total daily meal costs are not to exceed \$60, including tips.

The City pays for meals consumed, not for meals skipped. Receipts must be retained for reimbursement. Under no circumstances will a reimbursement be made for the purchase of any alcoholic beverage.

#### **TELEPHONE CALLS**

The general rule for the City is that expenses to be reimbursed should be confined to those that are essential or incidental to the transaction of official business.

For business related phone calls, the Controller requires the following information on the Expense Statement:

- 1. Nature of the call
- 2. Person called

Reimbursable personal calls are limited to 1 call per each 3 days of the trip.

#### PERSONAL EXPENSE STATEMENT and RECEIPTS

Travel expenses shall be detailed on the City's Personal Expense Statement form (see attached sample). An original personal expense statement, signed by the traveler and certified by a duly authorized officer of the company, shall be submitted with **ORIGINAL receipts** for all travel expenses:

- 1. Airline Ticket a copy of the itinerary (mandatory for reimbursement)
- 2. Itemized Hotel/Lodging Invoice (original).
- 3. Original Receipts (i.e., airline, meals).
- 4. Justification for any miscellaneous or meal expenses \$25 and over.

Travel expenses that are not supported with original documentation are not reimbursable. All original expense statements and original receipts are considered part of official invoices and are official property of the City and will not

# Page 3

be returned. Failure to submit original receipts will result in an expense being denied reimbursement.

Miscellaneous items must be supported by an explanation written on the Personal Expense Statement or on a separate sheet of paper. It is the City's policy to reimburse travelers only for reasonable travel expense directly related to City business.

Under no circumstances will the City pay for any travel time (labor hours) associated with authorized travel.

Attachment: Personal Expense Statement

# PERSONAL EXPENSE STATEMENT

FORM Gen 16 (REV. 07/2011)

(1) TRAVEL AUT	THORITY (GAETL) NO.		(31)	DEPARTMENT ACC	OUNTING USE ON	LY.
(2) EMPLOYEE			FMS DOC 1D NO		rent er er er er er er	
(3) DEPT	(4) POSITION		CASH ADVANCE	s I	YES 📊	NO [ ]
(5) DESTINATIO	N		DEMAND NO		EMAND DATE	
(6) DATES OF TH	RIP ,		CONTACT PERS	óN.		
(7) YEAR	(9) LOCATION / DESCRIPTION	(10)	(11)	(12)	(13)	(14)
(,, ,,,,,,,,	WHERE EXPENSES WERE INCURRED/	1,-,	,	(,	(10)	(14)
(8) DATE (MM/DD)	BRIEF DESCRIPTION OF EXPENSE (MUST BE ITEMIZEO PER DAY)	LODGING	MEALS AND INCIDENTALS	TRANSPORTATION	MISC, EXP.	TOTAL
				,		
	(15) SUBTOTALS					
				(16) CLAIM TOT	AL , this page \$	
(30) Remarks/C	Comments	(17) TOTAL FROI	M PAGE 1	······	\$	
		(18) TOTAL FROI	M PAGE 2		\$	
		(19) TOTAL EXPI	ENSES		\$	
	·	(20) LESS OTHE	R EXPENSES PAID I	BY CITY		
		(21) CASH	ADVANCE	\$		
		(22) EXPEN	SES PAID BY CITY T	TRAVEL CARD		
		(23) AIRFAF	RE PAID BY CITY			
		(24) TOTAL OTH	ER EXPENSES PAID	BY CITY	\$	·
		(25) (TOTAL DUE	TO THE CITY) / TOT	AL DUE TO EMPLOYEE	\$	
	Y that the above is a true statement of the travel expense GELES. I further certify that the above expenses were ne				res in the service (	of the
(26) CLAIMANT'S	SIGNATURE (27)	DATE (mm/dd/yy)	(28) SIGNATURE C	PE APPROVING AUTHOR	रा <b>Т</b> Ү (29) D	ATE (mm/dd/yy)
DE	PARTMENTS ARE REQUIRED TO MAINTAIN	I ORIGINAL SI	JPPORT DOCUM	MENTATION FOR A	T LEAST 5 YE	ARS