

REGULAR MEETING

Oversight Board Meeting
for the
City of San Bernardino as Successor Agency
to the
Redevelopment Agency of the City of San Bernardino

AGENDA

Monday, July 22, 2013 – 11:00 a.m.
Economic Development Agency Board Room
201 North "E" Street, Suite 301, San Bernardino, CA 92401
(909) 663-2279

The Oversight Board recognizes its obligation to provide equal access to those individuals with disabilities. Please contact us at (909) 663-2279 prior to the meeting for any requests for reasonable accommodation that includes interpreters.

CHAIRMAN CALLS MEETING TO ORDER

1. CALL TO ORDER

Jim Morris, City of San Bernardino, Mayor Appointee
Doug Headrick, San Bernardino Valley Municipal Water District, Largest Special District Appointee
Jeff Smith, Representing Former RDA Employees, Mayor Appointee
Mary O'Toole, County of San Bernardino Board of Supervisors Appointee
Gloria Macias-Harrison, County of San Bernardino Member of the Public Appointee
John Longville, Chancellor of the California Community Colleges Appointee
Margaret Hill, County Superintendent of Education Appointee

2. PUBLIC COMMENTS: A three-minute limitation shall apply to each member of the public who wishes to address the Oversight Board with a matter within the jurisdiction of the Oversight Board, whether or not on the agenda. . No member of the public shall be permitted to "share" his/her three minutes with any other member of the public. (Usually, any items heard under this heading are referred to Staff for further study, research, completion and/or future Oversight Board action).

3. MINUTES

Approval of the Action Minutes for the December 28, 2012, March 11, 2013 and March 25, 2013 Meetings of the Oversight Board for the City of San Bernardino as Successor Agency to the Redevelopment Agency of the City of San Bernardino as submitted in typewritten form.

Oversight Board Meeting
for the
City of San Bernardino as Successor Agency
to the
Redevelopment Agency of the City of San Bernardino

4. INLAND EMPIRE MEDIA GROUP (SAN BERNARDINO-CHANNEL 3) ASSET TRANSFER

SBOB 2013-2

A Resolution of the Oversight Board for the Successor Agency to the Redevelopment Agency of the City of San Bernardino directing the Successor Agency to transfer assets, service contracts and Public Education and Government Fund Account balances related to Inland Empire Media Group (IEMG) Operations to the City of San Bernardino

5. PUBLIC COMMENT SESSION WITH RESPECT TO THE SUCCESSOR AGENCY'S OTHER FUNDS AND ACCOUNTS DUE DILIGENCE REVIEW

Motion: That the Oversight Board conduct a public comment session with respect to the Successor Agency's Other Funds and Accounts Due Diligence Review pursuant to California Health and Safety Code § 34179.6 (b).

6. REPORT: STATUS OF LMI HOUSING FUND DDR LAWSUIT

7. REPORT: REVIEW OF DEPARTMENT OF FINANCE LETTERS

- MARCH 26, 2013 – REGARDING APPROVAL OF TRANSFERS OF HOUSING ASSETS TO THE SUCCESSOR HOUSING AGENCY
- APRIL 3, 2013 – REGARDING APPROVAL OF EASEMENTS TO THE COUNTY OF SAN BERNARDINO; AND
- MAY 29, 2013 – REGARDING APPROVAL OF ROPS 13-14A

8. REPORT: SUCCESSOR AGENCY PLAN FOR USE OF RPTTF FOR ROPS 13-14A

9. UPCOMING OVERSIGHT BOARD ITEMS/PENDING REQUIREMENTS (NO BACK-UP) :

- Long-Range Property Management Plan (Due to DOF within 6 months of receipt of a Finding of Completion for both DDRs;
- Agency Budget/Cash Flow Analysis; and
- Supplemental Legal Services

10. ADJOURNMENT

The next meeting is scheduled for Monday, July 29, 2013, or a later date as determined, at 11:00 a.m., in the Economic Development Agency Board Room at 201 North "E" Street, Suite 301, San Bernardino.

Minutes: City of San Bernardino Oversight Board Meeting

Date December 28, 2012
Time 11:00 a.m.
Location San Bernardino County Government Center – Citrus Room
385 N. Arrowhead Avenue
San Bernardino, CA 92415

Call to Order Doug Headrick, San Bernardino Valley Municipal Water District
Mary O'Toole, County of San Bernardino Board of Supervisors Appointee
Gloria Macias-Harrison, County of San Bernardino Member of Public Appointee
Margaret Hill, County Superintendent of Education Appointee
Keith Lee, Director of Regional Parks

Public Comments None

Item 3 San Bernardino County Flood Control District Request for Easement

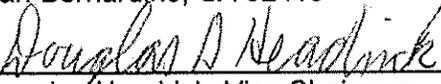
Discussion: Board Member O'Toole distributed the respective staff report and the resolution drafted by San Bernardino County Counsel and previously distributed to the Board and staff on December 18, 2012. The resolution drafted by County Counsel was an expression on intent and did not require the 10-day notice per HSC Section 34181 (f). Board Member O'Toole introduced Keith Lee, Director of Regional Parks to speak to the emergency situation that necessitated the need for immediate Board action permitted under the Brown Act (California Government Code Section 54954.2)

Public Comment: None

A motion was made by Margaret Hill and seconded by Gloria Macias-Harrison to approve and adopt Resolution SBOB 2012-20 as presented by Board Member O'Toole, and without further comment or objection motion carried. The Board determined that an emergency situation existed and the motion carried with an unanimous vote of the members present (4-0).

Adjournment A motion was made by Doug Headrick and seconded by Margaret Hill to adjourn the meeting, motion carried. The meeting was adjourned at 11:53 a.m.

Next Oversight Meeting Monday, January 17, 2014
11:00 a.m.
Economic Development Agency – Board Room
201 North E. Street, Suite 301
San Bernardino, CA 92415

Attest 
Douglas Headrick, Vice Chairman

ACTION MINUTES

OVERSIGHT BOARD
for the
City of San Bernardino as Successor Agency
to the
Redevelopment Agency of the City of San Bernardino

REGULAR MEETING
MARCH 11, 2013
BOARD ROOM

The Regular Meeting of the Oversight Board was called to order by Board Member Morris at 11:08 a.m., Monday, March 11, 2013, in the Economic Development Agency Board Room, 201 North "E" Street, Suite 301, San Bernardino, California.

1. ROLL CALL

Roll call was taken by Secretary Connor with the following being present: Board Members Morris, Smith, O'Toole, Headrick, Macias-Harrison, Hill, and Longville; Project Manager Trout; Successor Agency Counsel Dimichele; Special Counsel Clark; and Steven Dukett, Managing Principal, Urban Futures, Inc.

Absent: None.

Chairman Morris announced that Ms. Baker is no longer with the Successor Agency and stated that she accepted employment with the City of Huntington Beach.

PUBLIC COMMENTS

There were no public comments.

2. MINUTES

Board Member O'Toole made a motion, seconded by Board Member Hill that the minutes for the Oversight Board for the City of San Bernardino as Successor Agency to the Redevelopment Agency of the City of San Bernardino meeting of December 18, 2012 and January 17, 2013 be approved as submitted in typewritten form.

Motion carried 6-0, 1 absent.

Board Member O'Toole asked that the minutes for the December 28, 2012 Oversight Board Meeting be added to the next Oversight Board agenda for approval.

3. RECOGNIZED OBLIGATION PAYMENT SCHEDULE FY2013-14A

BOARD MEMBER LONGVILLE ARRIVED 11:23 AM

SBOB 2013-01

RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SAN BERNARDINO APPROVING THE ESTABLISHMENT OF THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD OF JULY THROUGH DECEMBER 2013.

Board Member Headrick requested a copy of the letter from PERS regarding the unfunded liability.

Board Member O'Toole requested a copy of ROPS III.

After a lengthy discussion regarding the ROPS FY2013-14A, Carousel Mall Note, EB5-CMB, DOF denials, incoming revenue, enforceable obligations, PERS unfunded liability, Controller's Report, and transfer of SBEDC properties, no action was taken and the matter was continued.

Board Member O'Toole commented on the submission of the ROPS to the DOF; communications between staff and the Oversight Board; and, the need for the Oversight Board to have legal counsel.

4. UPCOMING OVERSIGHT BOARD ITEMS/PENDING REQUIREMENTS (NO BACK-UP) : *No Action Required*

- Approval of LMI housing fund DDR (no sooner than 5 business days from public comment session, i.e., on or after December 17, 2012);
- Non-housing DDR (Due to DOF by January 15, 2013; Auditor to begin on December 10, 2012);
- ROPS IV (by March 3, 2013); and
- Long-Range Property Management Plan (Due to DOF within 6 months of receipt of a Finding of Completion for both DDRs; presentation to OS Board anticipated during February 2013).
- Cash Flow Analysis
- Supplemental Legal Services

5. ADJOURNMENT

At 12:44 p.m., the regular meeting adjourned. The Special Meeting of the Oversight Board will take place on Monday, March 18, 2013 at 5:00 p.m., in the Economic Development Agency Board, 201 North E Street, Suite 301, San Bernardino, California.

By: _____
Lisa Connor, Secretary

ACTION MINUTES

OVERSIGHT BOARD
for the
City of San Bernardino as Successor Agency
to the
Redevelopment Agency of the City of San Bernardino

REGULAR MEETING
MARCH 25, 2013
BOARD ROOM

The Regular Meeting of the Oversight Board was called to order by Board Member Morris at 11:12 a.m., Monday, March 25, 2013, in the Economic Development Agency Board Room, 201 North "E" Street, Suite 301, San Bernardino, California.

1. ROLL CALL

Roll call was taken by Secretary Connor with the following being present: Board Members Morris, Smith, O'Toole, Headrick, Macias-Harrison, and Hill; Project Manager Trout; Successor Agency Counsel Empeno; Successor Agency Counsel Britton; Special Counsel Clark; and Steven Dukett, Managing Principal, Urban Futures, Inc.

Absent: Board Member Longville.

2. PUBLIC COMMENTS

There were no public comments.

3. RECOGNIZED OBLIGATION PAYMENT SCHEDULE FY2013-14A

Board Member O'Toole requested a copy of the CalPERS letter.

SBOB 2013-01

RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SAN BERNARDINO APPROVING THE ESTABLISHMENT OF THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD OF JULY THROUGH DECEMBER 2013.

After a lengthy discussion regarding long-term property maintenance, CalPERS unfunded liability, the amounts of litigation involving the former redevelopment agency, debt service reserves, claw back of ROPS II, preparation of a disclaimer letter to the DOF, CMB loans, transfer and sale of SBEDC properties, and the DDR's.

Board Member Macias-Harrison made a motion, seconded by Board Member Hill to 1) adopt Resolution SBOB 2013-1 approving ROPS IV as amended to include the 16.8 million payment of the Carousel Mall Note out of other sources of funding; 2) that a cover letter accompany the approved ROPS IV explaining the difference between the expected amounts of RPTTF and the amount of total obligations in ROPS IV and how the RPTTF money is to be expended in accordance

with bonded indebtedness priorities and the need to deal with other obligees; and 3) that at the earliest possible date, staff bring back recommendations as to how to begin working through the triage of shortfall with regards to obligees other than bonded indebtedness for review by the Oversight Board before being recommended to the Successor Agency.

Motion carried unanimously: 6-0, 1 absent

Board Member O'Toole requested that legal representation, separate and distinct from the City and Successor Agency, be secured for the Oversight Board. She also requested that the Oversight Board be included in the distribution when the ROPS is submitted to the State.

4. UPCOMING OVERSIGHT BOARD ITEMS/PENDING REQUIREMENTS (NO BACK-UP) : *No Action Required*

- Approval of LMI housing fund DDR (no sooner than 5 business days from public comment session, i.e., on or after December 17, 2012);
- Non-housing DDR (Due to DOF by January 15, 2013; Auditor to begin on December 10, 2012);
- ROPS IV (by March 3, 2013); and
- Long-Range Property Management Plan (Due to DOF within 6 months of receipt of a Finding of Completion for both DDRs; presentation to OS Board anticipated during February 2013).
- Cash Flow Analysis
- Supplemental Legal Services

5. ADJOURNMENT

At 12:57 p.m., the regular meeting adjourned. The next regular meeting of the Oversight Board will take place on Monday, April 8, 2013 at 8:00 a.m., if the DDR is completed; otherwise, meeting will take place April 22, 2013 at 8:30 a.m., in the Economic Development Agency Board, 201 North E Street, Suite 301, San Bernardino, California.

By: _____
Lisa Connor, Secretary

OVERSIGHT BOARD

FOR THE SUCCESSOR AGENCY
TO THE

REDEVELOPMENT AGENCY OF THE CITY OF SAN BERNARDINO

TO: OVERSIGHT BOARD MEMBERS

DATE: JULY 22, 2013

FROM: MIKE TROUT, PROJECT MANAGER

ITEM NO: 4

SUBJECT: TRANSFER OF IEMG ASSETS, IEMG CONTRACTS AND PEG FUND BALANCES

ISSUE:

Designate Public Education and Government (PEG) fund balances ("PEG Funds") and certain assets (equipment, vehicles, and computer software) ("IEMG Assets") used in the operations of the Inland Empire Media Group ("IEMG") as governmental purpose property and direct the Successor Agency to the Redevelopment Agency to the City of San Bernardino ("Successor Agency") to transfer such PEG Funds, IEMG Assets and certain contracts for the provision of IEMG services ("IEMG Contracts") to the City of San Bernardino pursuant to Health & Safety Code Section 34181, subdivisions (a) and (e).

RECOMMENDATIONS:

That the Oversight Board designate the PEG Funds and IEMG Assets as governmental purpose property and direct the Successor Agency to transfer such PEG Funds, IEMG Assets, and IEMG Contracts to the City of San Bernardino in accordance with Health & Safety Code Section 34181(a).

BACKGROUND:

See attached Memorandum from the Office of the City Manager.

**CITY OF SAN BERNARDINO
INTEROFFICE MEMORANDUM
CITY MANAGER'S OFFICE**

TO: Oversight Board to the Successor Agency to the Redevelopment Agency of the City of San Bernardino

FROM: Allen Parker, City Manager

SUBJECT: Transfer of IEMG Assets, IEMG Contracts and Public Education and Government (PEG) Fund Balance

DATE: July 11, 2013

In 1988 the City of San Bernardino created the San Bernardino TV Channel, commonly referred to as CATV, to provide local public, educational and government content on cable television. In 2009, the City of San Bernardino transferred the CATV Division and its assets from the City's Information Technology Department to the former Redevelopment Agency of the City of San Bernardino ("RDA"). It was during this time that CATV was rebranded and given the name Inland Empire Media Group ("IEMG"). With a new regional focus, the goal was to make IEMG self-reliant and financially stable. IEMG expanded its programming to include lifestyle programming, local prep sports, public service announcements, and the marketing of local businesses. IEMG also added revenue generating activities such as advertising and re-launched its Public Access Training Program focusing more on a Community Media model.

In December 2011, the California Supreme Court upheld AB1X 26 calling for the dissolution of all redevelopment agencies throughout the State of California. Knowing that the RDA would be dissolved on February 1, 2012, in January 2012, the Mayor and Common Council of the City of San Bernardino took an action to serve as the Successor Agency to the Redevelopment Agency of the City of San Bernardino ("Successor Agency"). As of February 1, 2012, the RDA was dissolved and the Successor Agency began the process of winding down the operations of the former RDA, including significant staff reductions.

As part of the winding down operation, certain assets used in the operation of IEMG, including equipment, vehicles, computer software and other personal property used in connection with IEMG operations (collectively, "IEMG Assets"), must be transferred to another governmental entity. In addition, the Successor Agency must assign its obligations under certain service contracts (collectively, "IEMG Contracts") to the governmental entity receiving the IEMG Assets. The IEMG Contracts are described in more detail below. A list of the IEMG Assets is attached on Exhibit "A" and the IEMG Contracts are attached in Exhibit "B." Finally, the Successor Agency holds approximately \$230,960 in Public Education and Government funds ("PEG Funds") that are restricted for use in connection with capital facilities and equipment used in connection with PEG cable channels. (*See Public Utilities Code Section 5870(m); 47 USC Sections 522(16), 531, 541(a)(4)(B), and 542(g)(2)(C); Alliance For Community Media v. Federal Communications Commission (2008) 529 F.3d 763, 783-785.*)

In order to maintain local control of the IEMG channels and the associated services, we are requesting that the Oversight Board direct the Successor Agency to transfer the IEMG Assets, IEMG Contracts and PEG Funds to the City of San Bernardino, pursuant to Health & Safety Code Section 34181, subdivisions (a) and (e), which authorize the Oversight Board to direct the Successor Agency to transfer governmental purpose property to the City and terminate or renegotiate Successor Agency contracts to reduce Successor Agency liabilities and increase net revenues to taxing agencies. This transfer will relieve the Successor Agency of its obligation to operate IEMG, including the associated operational, staffing and administrative burden and expense. Concurrently with receipt of the IEMG Assets, the City will

undertake the obligation to operate IEMG, including all staffing and administrative burden and expense associated with such operations, including:

- Handle customer cable complaints as required by DIVCA statute AB2987
- Manage Public, Educational and Government (PEG) channels
- Collect PEG fees from cable service providers
- Oversee studio use and production (coverage of council meetings for various cities, election debates, emergency operations, public service announcements, community programming and public access training)
- Administer and perform obligations under IEMG Contracts
- Maintain and replace IEMG Assets, as needed

Table 1.1 identifies the channels managed by IEMG with Time Warner, Charter Communications, Verizon FIOS and AT&T U-verse, reaching over 500,000 households.

TABLE 1.1

	Time Warner	Charter Communications	Verizon FIOS	AT&T U-verse
Government Channel	Channel 3	Channel 3	Channel 3	Channel 99
Educational Channel			Channel 33	Channel 99
Public Access Channel	Channel 17	Channel 32	Channel 32	Channel 99

Cable Franchise and Public, Educational and Government (PEG) Fee Revenue

Since the passage of the 2006 AB2987, Digital Infrastructure and Video Competition Act, Public Utilities Code Section 5800, *et seq.* (“DIVCA”), various conditions have changed how video service provider franchising is supported financially for Public, Education and Government Access (“PEG”) services. Under DIVCA, any State video franchise holder operating within the City must pay to the City a one percent (1%) PEG fee when a PEG provider exists in the City’s boundaries. (DIVCA Section 5870(n).) DIVCA requires the City to use the PEG revenue for PEG services only. Furthermore, pursuant to 47 USC Sections 531, 541(a)(4)(B), and 542(g)(2)(C), PEG fees can only be used for “capital costs” for “public, educational, or governmental access facilities”, which is defined in 47 USC 522(16) as “channel capacity designated for public, educational, or governmental use; and facilities and equipment for the use of such channel capacity.” (*See also* DIVCA Section 5870(m); Alliance For Community Media v. Federal Communications Commission (2008) 529 F.3d 763, 783-785.) If the PEG fees are used for a non-capital expense, the cable operators are allowed to deduct that amount from their 5% franchise fee payments. It should also be noted that PEG channels are required to be used for noncommercial purposes. (DIVCA Section 5870(b).) Advertising, underwriting, or sponsorship recognition may only be carried for the purpose of funding PEG related activities.

Other Revenue

In addition to the PEG revenue, the Successor Agency is a party to certain contracts (the IEMG Contracts) with other government agencies to produce and air government meetings (Exhibit “B”). The revenue generated by these contracts help to off-set personnel costs associated with the program. The existing IEMG Contracts are with the City of Rancho Cucamonga, the San Bernardino Unified School District (SBCUSD) and Local Agency Formation Commission for San Bernardino County (LAFCO).

EXHIBIT "A"

INVENTORY OF IEMG ASSETS

[Attached on following pages.]

CATV Equipment to be transferred

City Hall-300 North D Street			
Type	Manufacturer	Model	Qty
Control Room	Newtek	Video Toaster PC w/ 2 LCD monitors	1
	Panasonic	BT-S702 Color Monitors	2
	Panasonic	WV-5380 B&W Monitors	2
	JVC	CM-31720 Color Monitors	2
	Sharp	13" Color Monitor	1
	Radio Shack	13" Color Monitor	1
	Sony	VO-5850 Umatic VTR	1
	Sony	VO-5800 Umatic VTR	1
	Sony	SVO-1250 VHS Recorder	1
	Sharp	DV-HR300HDD	1
	Optimus	103 VHS Recorder	1
	Videotek	TWM-60 Waveform Monitor	1
	Videotek	VSM-60 Vectorscope Monitor	1
	Videotek	VDA-16 Distribution Amp	1
	Videotek	ADA-16 Distribution Amp	1
	Videotek	PVS-6A Video Switcher	1
	Symetrix	402 Digital Delay Unit	1
	Numark	DM-1650 Audio Mixer	1
	ADC	Audio Patch Panel w/ patch cables	1
	ADC	Video Patch Panel w/ patch cables	1
Camera Control	Ikegami	RCU-240 Remote Control Unit	4
	TSM	MCS-4000 Remote Controller	1
Lighting	NSI	NCM508 Lighting Controller	1
Signal Distribution	Microwave Radio	23CX TRX Microwave Transmitter	3
	Blonder Tongue	Demodulators	3
	Standard	TVM 550 Demodulators	2
	Vbrick	Internet Device	1
	Kramer	Audio/Video Distribution Amp	2
Presentation	Extron	IN1508 Scaling Presentation Switcher	1
	Extron	VCS-500 Scan Converter	1
	Extron	Distribution Amplifier	1
	Extron	VTT	4
	Extron	VTR	6
Council Chamber	Ikegami	HL-240 3CCD Camera System with Power	3
	TSM	Pan/Tilt/Zoom Servo Head w/ Power Supp	3
	TSM	Power Supply	1
	Panasonic	42" Plasma Panel	2
	Hitachi	Ceiling Mounted Projector	1
	Dell	19" LCD Monitor	1

CATV Equipment to be transferred

201 North E. Street, Suite 103

Type	Manufacturer	Model	Qty
Blueline Automation Sys	Blueline Automation System	Archive Computer w/ DVD Jukebox	1
		BlueServe Computer	1
		BlueMpeg Server Computer	2
		BlueAir Computer	1
		BlueNas Storage	1
		BluePrep Computer	1
	Avocent	Avocent 8x1 KVM Switch	1
Videotape Recorders	JVC	JVC D9 BR-D92U	1
		SA-92U SDI Interface Card	1
	JVC	JVC DV BR-DV6000	1
	Sony	Sony Beta SP BVW-70	1
	JVC	JVC SVHS SR-S365U	3
Monitor	Ikegami	Ikegami 9" PM-K9 B/W	14
	JVC	JVC 13" TM-H1375SU	1
	JVC	JVC 17" TM-H1750C	1
Routing	Sigma	Sigma 16x16 SS-2100-16 plus	1
	Videotek	Videotek Routing Switcher RS-12A	5
	Ross	Ross Talia Panels SK1	1
	Ross	Ross Talia Panels RCP-251	1
Audio/Video Monitoring	Audio/Video Monitoring	Evertz 7700 Multiframe Tray	1
		7765AVM-4-VGA+3RU Card	1
		7766AVM-4A+3RU Card	1
	Videotek	Videotek Demodulators DM-100	4
	Wholer	Wohler AMP1A Audio monitor	1
	Videotek	Videotek VTM 200 Multiformat Monitor	1
			VTM-200 Option 1
	JBL	JBL Control 5 Speakers	2
Intercom	RTs	RTS MCE325 combination station	1
Processing	DBX	DBX 166 Compressor/Limiter	4
	Tascam	Tascam LA80	2
Timing	ESE	ESE Clock ESE-161U	1
Production Equipment	Thomson	Thomson 1707 Camera System w/ CCU/Triax/Lens/Remote Panel	3
	Chyron	Chyron Duet LE Character Generator	1
		Lyric Software	1
		Avocent KVM Switch LV220AM	1
	Ross	Ross Synergy 100 Control Chassis	1
		Editor Interface Option	1

CATV Equipment to be transferred

201 North E. Street, Suite 103				
Type	Manufacturer	Model	Qty	
Satellite Feed	Satellite Feed	Satellite Dishes (2) and related equipmt.	1	
	Avocent	Avocent KVM Switch LV220AM	1	
	Avocent	Avocent KVM Switch LV220AM	1	
Routing	Ross	Ross Talia 32X32 Router	1	
	(Connects to above Router)	Ross Talia Main CPU	1	
	ADC	ADC Video Patch Panels	7	
	ADC	ADC Audio Patch Panels	12	
	Bitree	Bitree Patch Panel	1	
	Ross	Ross Talia Panel RCP-251	1	
Terminal Gear	Ross	Ross Tray with assorted Terminal Gear (Distribution/Conversion) Cards	5	
		ADC-8030A	5	
		CDK-111M	4	
		DAC-8013	3	
		DAC-8016	7	
		DFR-8110	6	
		DSA-8004	2	
		UDA-8005	14	
		DFR-8110A	1	
		MUX-8522-C	4	
		Videotek	Videotek Audio DA ADS-24	2
	Intercom	RTS	RTS Power Supply PS15	2
			RTS MRT327 combo	1
	Audio/Video Monitoring	Videotek	Videotek VTM 200 Multi Format Mon. VTM-200 Option 1	1 1
Wohler		Wohler AMP1 Audio Monitor	1	
Timing	Leitch	Leitch DPS 575 Synchronizer w/ panel	1	
		Leitch DPS 575 Synchronizer w/o panel	2	
		1394 Firewire Option	2	
	Videotek ESE	Videotek VSG-204D Generator ESE-100A Master Clock	1 1	
Monitors	Ikegami	Ikegami 9" PM-K9 B/W	4	
	JVC	JVC 9" Color	2	
	TSL	TSL Under Monitor Display System	1	
Processing	Tascam	Tascam LA80	1	

CATV Equipment to be transferred

201 North E. Street, Suite 103					
Type	Manufacturer	Model	Qty		
Monitors	Ikegami	Ikegami 9" PM-K9 B/W	14		
	JVC	JVC 17" TM-H1750C	2		
	JVC	JVC 13" TM-H1375SU	3		
	Evertz	Evertz 3410	1		
Intercom	RTS	RTS MCE325 Combination Station	3		
Audio/Video Monitoring	JBL	JBL Control 5 Speakers	2		
	TSL	TSL VCA	1		
	Tektronics	Tektronics WFM-601A	1		
Routing	Ross	Ross Routing Panel Kameleon	1		
		Ross Synergy 100 Aux Panels	2		
Videotape Recorders	JVC	JVC D9 BR-D92U	2		
		SA-92U SDI Interface Card	2		
	JVC	JVC DV BR-DV3000	1		
Edit Controller	JVC	JVC RM-G870U Edit Controller	1		
		VC-G9050U Editing Cables	1		
Production Switcher	Ross	Ross Synergy 100 Panel	1		
Camera	Thomson	Thomson OCP42 Remote Panels	3		
Audio Board	Mackie	Mackie 32x8 Audio Board w/ PS	1		
Audio Monitoring	JBL	JBL Control 5 Speakers	2		
	Crown	Crown Amplifiers D-75A	3		
	Videotek	Videotek Audio DA ADS-24	1		
Intercom	RTS	RTS MCE325 Combination Station	1		
Routing	Ross	Ross Router Panel RCP-251	1		
	Bitree	Bitree Audio Patch Bay	3		
Audio Gear	Denon	Denon MD DM-M1050R	1		
	Denon	Denon CD DN-T645	1		
Camera System	Thomson	Thomson 1707 Camera w/ Lens attached Viewfinder and cables	3		
		Vinten	Vinten 250 Head	2	
		Vinten	Vinten Pro Pedestal	2	
Camera System	JVC	JVC DV500 w/ lens attached and	1		
	Anton Baur	Anton Baur battery system	1		

CATV Equipment to be transferred

201 North E. Street, Suite 103			
Type	Manufacturer	Model	Qty
	Vinten	Vinten Vision 6 head	1
	Vinten	Vinten Tripod	1
Field	JVC	JVC D9 DY-70U Camera w/ Lens attached	2
Field	Vinten	Vinten Vision 11 Head	2
Field	Vinten	Vinten Vision 11 Tripod	2
Field	Anton Bauer	AB Battery System w/batteries	2
Field	JVC	D-9 Camera Cases	2
	Sony	Sony Wireless WRR-862 2 Channel Rx	1
	Sony	Sony WRR-861 Receiver 1 Channel	1
	Sony	Sony WRT-808a Transmitter 1 Channel	2
	Anton Bauer	Anton Bauer Ultralight 2	1
		CB-750 Camera Case	1
Editing System	Dell	Dell Precision Workstation 340 Mini Tower	1
	NEC	NEC 22" Display Monitor	1
	Avid	Avid Express DV 3.5 Software	2
	Chyron	Lyric Offline Graphics Software	1
		Firewire Drive	1
Monitors	JVC	JVC 13" TM-H1375SU	1
	Ikegami	Ikegami 9" PM-K9 B/W	1
Routing	Sigma	Sigma 8x8 Router	1
	Ocean Matrix	Ocean Matrix Firewire Router	2
	Ross	Ross Router Panel RCP-251	1
Conversion	Miranda	Miranda DV-Bridge	1
	Miranda	Miranda ASD-771	1
	Canopus	Canopus ADVC50 Converter	1
Videotape Recorders	JVC	JVC D9 BR-D750U	2
		SA-DV60U Firewire Option	2
	Sony	Sony Beta SP VTR	1
	JVC	JVC DV BR-DV3000	1
	JVC	JVC SVHS SR-S365U	1
ENG Cameras	JVC	JVC - GYHD200 with	3
	JVC	JVC - HD100 Hard Drive	3
	JVC	JVC-KA1000 FD Solid State Recorder	3
	JVC	JVC-GYHM100	2
	Canon	Canon EOS 5DMarkII	2
Pan and Tilt System	Sony	Sony EVID-70	4
	Sony	Sony RM-300 Controller	1

CATV Equipment to be transferred

201 North E. Street, Suite 103				
Type	Manufacturer	Model	Qty	
Camera Support	EZ	EZ Jib	2	
Audio	Sennheiser	Sennheiser EW-100 wireless RX/TX Set	7	
Editing Workstations	Apple	iMacs	16	
		MacPro	1	
		mac mini	1	
Production System	BroadcastPix	Broadcast Pix Slate 100 G	1	
Storage Area Network	Editshare	4 TB Editshare Network Storage	1	
Editing Software	Avid	Avid Media Composer 4 to 5	8	
	Apple	Apple Final Cut Studio 7	6	
City Hall Parking Structure				
Type	Manufacturer	Model	Qty	
Vehicles	1995 Ford (351) Aerostar	1FMDA31XX8ZB74972	1	
	1997 Ford (1087) Econoline	1FTER1421VHC92122	1	

EXHIBIT "B"

IEMG CONTRACTS

[Attached on following pages.]

1 **SERVICES AGREEMENT**

2 **Recurring Production**

3 **THIS AGREEMENT** is entered into this 1st day of Feb, 2009,
4 between San Bernardino City Unified School District (CLIENT) and the CATV
5 Production Facility (CATV).

6 **WITNESSETH:**

7 **A. WHEREAS**, CLIENT has need for contract services and,

8 **B. WHEREAS**, CATV is competent, experienced and able to perform said
9 services: and,

10 **C. WHEREAS**, CATV has provided the most advantageous and best
11 responsible proposal for the providing of such services;

12 **NOW THEREFORE**, the parties hereto agree as follows:

- 13 1. CATV shall furnish contracting services in accordance with the attached Production
14 Budget Worksheet and CATV'S best and final offer dated Feb. 1, 2009.
- 15 2. Over the term of this Agreement, CATV shall be paid for such services an amount in
16 accordance with the Production Budget Worksheet and CATV'S best and final offer
17 dated Feb. 1, 2009.
- 18 3. CATV shall provide CLIENT with a monthly invoice in arrears. CLIENT retains the
19 right to challenge all or any part of an invoice.
- 20 4. The initial term of this Agreement shall be 515 days from the date first shown
21 above and is subject to termination by either party upon thirty- (30) days written
22 notice to the other.

- 1 5. CLIENT shall indemnify, defend and hold CATV, its officers, employees and agents
2 harmless from any claim, demand, liability, suit, judgment or expense (including,
3 without limitation, reasonable costs of defense) arising out of or related to CATV'S
4 performance of this agreement, except that such duty to indemnify, defend and hold
5 harmless shall not apply where injury to person or property is caused by CATV'S
6 willful misconduct or sole negligence.
- 7 6. CATV shall perform work tasks as directed by the Economic Development Agency,
8 City of San Bernardino.
- 9 7. In the performance of this Agreement and in the hiring and recruitment of employees,
10 CATV shall not discriminate on the basis of race, creed, color, religion, sex, physical
11 handicap, ethnic background or country of origin.
- 12 8. The CLIENT agrees to all terms and conditions in the attached CATV Terms and
13 Conditions document.
- 14 9. Any notice to be given pursuant to this Agreement shall be certified or receipted
15 addressed as follows:

16 TO CATV: CATV Production Facility
17 City of San Bernardino
18 201 North "E" Street, Suite 206
19 San Bernardino CA 92401-1507

20 TO THE CLIENT San Bernardino City Unified School District
21 Attn: Purchasing Services Department, Contract Analyst
22 777 North F Street
23 San Bernardino, CA 92410

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18

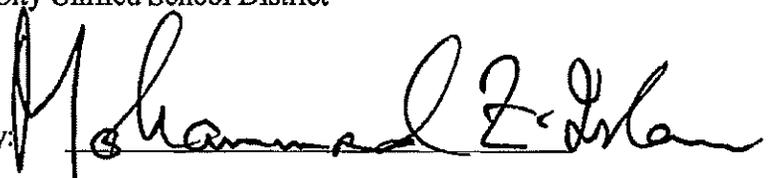
Nothing in this paragraph shall be construed to prevent the giving
of notice by personal service.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on
the day and date first above shown.

CLIENT

San Bernardino City Unified School District

Date: JAN 28 2009

by: 

Mohammad Z. Islam
Chief Business and Financial Officer

ECONOMIC DEVELOPMENT AGENCY,

City of San Bernardino

Date: 2/2/09

by: 

Lori Panzino - Territory
CATV Manager

PRODUCTION BUDGET WORKSHEET

CONTRACT #: _____

Client: San Bernardino City Unified School District Contact: Linda Bardere

Address: 777 North F Street, San Bernardino, CA 92410

Email: linda.bardere@sbcusd.k12.ca.us Telephone: (909) 381-1250 Fax: (909) 388-1451

BILLING INFORMATION: (Information needed to process contract)

Contact: Mohammad Z. Islam, Chief Business and Financial Officer

Address: 777 North F Street, San Bernardino, CA 92410

Email: mohammad.islam@sbcusd.k12.ca.us Telephone: (909) 381-1164 Fax: (909) 381-1375

SERVICES	Hour x Rate	SERVICES	Hour x Rate
Studio Facilities (2 hr min)	_____ x _____ / hr	Set & Light (3 crew)	_____ x _____ / hr
Studio Only (4 hr min)	_____ x _____ / hr	Production Setup:	_____ x _____ / hr
	_____ day x _____ / day		
1 Camera Remote (2hr min)	_____ x _____ / hr	Additional Personnel:	_____ x _____ / hr
2 Camera Remote (2hr min)	_____ x _____ / hr		_____ x _____ / hr
3 Camera Remote (4hr min)	_____ x _____ / hr		_____ x _____ / hr
			_____ x _____ / hr
Edit Bay (Linear/NonLinear)	_____ x _____ / hr	Travel Time:	_____ x _____ / hr
Dubs: DVD	_____ / \$ _____	Mileage:	_____ miles x .585/ mile
OTHER	_____ / \$ _____		
		Government Mtg. Coverage	\$110/hr + mileage
Videotape Purchase:	_____ type _____ #	Tapes x \$ _____ / tape	
	_____ type _____ #	Tapes x \$ _____ / tape	
	_____ type _____ #	Tapes x \$ _____ / tape	

Comments: Using two staff persons, 1 hr setup prior to meeting (4:30 - 5:30) and up to a 9:00 p.m. formal adjournment, as evidenced in the meeting minutes. When staff is required before 4:30, each 30 minutes or portion thereof shall be paid at \$55, supported by written request (e-mail acceptable) from the School District's contact (see above). When meetings adjourn after 9:00, 15 minutes for pickup/cleanup shall be added to the official adjournment time, and each 30 minutes or portion thereof after 9:00 p.m. shall be paid at \$55.
 Est. Production Cost: \$ 495 per mtg. + no mileage Final Production Cost: \$ 495 per meeting

Mohammad Z. Islam 28 2009
 Client Date

Linda Bardere Feb. 1, 2009
 Supervisor Date
[Signature] 2/2/09
 Manager Date

Mohammad Z. Islam
 Chief Business and Financial Officer

TERMS: A non-refundable deposit of 50% may be required. Advertising contracts require 50% deposit upon initial contract signing, and the 50% balance upon completion. Delinquent accounts will be charged an additional 15% delinquency fee per month on the balance due. The production budget is an estimate of costs based on information supplied by the client. Actual facility use will be utilized to determined final production costs. If the cost of production is anticipated to go over the above estimate the overage will be approved by the client before any additional work is performed. Net 30 days after receipt of final videotape/s released to client. Please read the TERMS and CONDITIONS.

CATV TERMS AND CONDITIONS

1. PRICES: Prices quoted herein for all items and services shall be the prices of CATV in force at the date of acceptance by the Client. Client will receive and accept a written price quotation, based on projected needs of the Client and CATV's price schedule in advance of the production or services. Additional services that may be requested by the Client beyond those detailed on the written price quotation may be provided at the request of the Client and billed using CATV's price schedule. CATV's price schedule reflects prices for existing permanent personnel and equipment. Prices for personnel and equipment beyond those considered permanent must be negotiated on an individual basis. Client will be billed for set-up and teardown time. Client will also be billed for waiting time except in the case of a technical failure. Client will receive and sign a report at the conclusion of the production or services acknowledging the actual time and facilities used.

2. MINIMUM CHARGES AND INCREMENTS: A minimum charge of \$ ____ or the rate of one hour of facilities or services, whichever is greater, shall be in effect in each case.

3. BILLING AND PAYMENTS: In some cases a deposit of 50% of the quoted price is due and payable before services are rendered. In the event a deposit is necessary the date for delivery and acceptance of deposit shall be discussed and mutually agreed upon before any production service agreements are signed by the Cable Television Manager, or by his/her designee, and the Client. Payment is due net 30 days following the date of invoice. Checks should be made payable to: Economic Development Agency, CATV.

Until full payment has been made by the Client, CATV shall retain final production.

4. TRANSPORTATION AND TAXES: Transportation to and from CATV premises shall be at the Client's risk and expense. Unless requested by the Client, all materials shipped to the Client will be shipped on a collect basis by a carrier specified by the Client. A handling charge will be added to all prepaid shipments. CATV will not accept C.O.D. deliveries addressed to the Client unless arrangements are made for pre-payment to CATV for such anticipated charges. Existing local, state, federal or other government charges for sales, manufacturing, excise and use taxes have been included in CATV's price schedule.

5. QUOTATIONS: All written quotations submitted by CATV shall be valid for sixty (60) days from the date of submission. Oral quotations may be provided for the convenience of the Client, but such oral quotations shall not imply or constitute a binding contract.

Signature of the Client on and return of the quotation to CATV shall constitute a binding contract. At the Client's request should the needs of the project go beyond the specified time limits quoted within the production budget, the Client will be responsible for any and all additional production charges to complete the project. The same applies for quotes of flat rate productions.

6. BREACH: If, for reasons beyond the control of the CATV is unable to provide the Client with facilities as quoted, CATV will endeavor, but not guarantee to, furnish equal facilities at another date at no penalty to the Client. If CATV is unable to furnish such equal facilities, the Client's deposit will be returned within 48 hours of cancellation. If the Client desires to cancel scheduled facilities use, the Client shall inform CATV's agent within 48 hours of scheduled use. If the Client fails to give required notice, the Client's deposit will be forfeited as a breach of contract.

7. WARRANTIES: CATV endeavors to maintain facilities in good operating condition and repair and its premises in a safe condition, but make no warranties with respect to either. All facilities used hereunder shall be used by the Client at the Client's sole risk. CATV shall not be liable or responsible in any way for damages or otherwise to the Client or any of the Client's officers, agents, employees or invitees, for loss or injury of any kind to person or property, whether caused by casualty or by an act of omission, negligent or otherwise of CATV, its officers, agents, licensees or invitees, or by the condition of the facilities or by any failure of the facilities to function properly or by the foregoing. It is understood that CATV shall use its best efforts to coordinate its facilities to the end that the production schedule shall be satisfactory to the Client. However, CATV shall not be under any obligation to establish schedules for facilities which will make it possible for the Client to meet its contractual commitments for delivery of programs or otherwise, and CATV shall have the sole, final and complete control in establishing the schedules for the furnishing of personnel and facilities and the Client shall comply with such schedule.

8. INDEMNIFICATION: The Client shall, at all times, indemnify and hold harmless, the CATV, its officers, directors, employees, agents from and against any and all claims, damages, costs, liabilities and expenses, including reasonable counsel fees and disbursements arising out of, or resulting from any acts or omissions by the Client, its employees, officers, agents, licensees, in connection with the Client's occupancy of CATV's premises and/or uses of the technical facilities personnel and services furnished hereunder, or in any other way by reason of CATV's entering into this agreement with the Client. The Client shall also reimburse CATV for any damage to, or destruction of, any facilities or premises furnished hereunder to the extent that same are damaged or destroyed by the Client or any of its officers, agents, employees, licensees or invitees.

9. INSURANCE: CATV has sufficient insurance to cover all facilities and personnel of the production facility. However, CATV does not carry, and shall not be responsible for insurance coverage of the Client's employees, officers, agents, invitees or property. The Client shall, upon request, furnish CATV with verification of insurance coverage. In addition, Client will, at the request of CATV, provide additional insurance coverage where coverage is not provided for in the CATV policy.

10. CLIENT'S PACKAGE: The Client shall furnish all elements required for the production and recording thereof, except the facilities and special provisions stated in this contract and provided by CATV. All contracts made by the Client for the furnishing of such elements shall be entered into by the Client as principal, and the Client shall not be deemed to be CATV's agent in negotiating or entering into any such contract. Client shall provide staff for production assistant duties, including refreshment services, script writing and other such services related to the production unless prior paid arrangements are made with CATV.

11. CLIENT'S WARRANTIES: Client warrants and represents that:

- A. It is free to enter into and fully perform this agreement.
- B. Client has secured all necessary rights to produce, record, perform, broadcast, use and re-use the production and all material on which it is based or which are included in said production.
- C. Use of the production will not violate any federal, state, or local law or government regulation and will not infringe upon or violate the rights of any person or party.
- D. Content of material to be recorded, edited, or displayed on CATV's facilities or equipment is suitable for cablecast on the air. The suitability of such material shall be the sole judgment of CATV's agent.

12. GENERAL: The Client may not assign this agreement or any of its rights hereunder, nor permit use of the facilities by any other person or party.

This agreement constitutes the entire understanding between City of San Bernardino, CATV and the Client.

- 1 5. CLIENT shall indemnify, defend and hold CATV, its officers, employees and agents
2 harmless from any claim, demand, liability, suit, judgment or expense (including,
3 without limitation, reasonable costs of defense) arising out of or related to CATV'S
4 performance of this agreement, except that such duty to indemnify, defend and hold
5 harmless shall not apply where injury to person or property is caused by CATV'S
6 willful misconduct or sole negligence.
- 7 6. CATV shall perform work tasks as directed by the Economic Development Agency,
8 City of San Bernardino.
- 9 7. In the performance of this Agreement and in the hiring and recruitment of employees,
10 CATV shall not discriminate on the basis of race, creed, color, religion, sex, physical
11 handicap, ethnic background or country of origin.
- 12 8. The CLIENT agrees to all terms and conditions in the attached CATV Terms and
13 Conditions document.
- 14 9. Any notice to be given pursuant to this Agreement shall be certified or receipted
15 addressed as follows:

16 TO CATV: CATV Production Facility
17 City of San Bernardino
18 201 North "E" Street, Suite 206
19 San Bernardino CA 92401-1507

20 TO THE CLIENT Erika Lewis-Huntley
21 City of Rancho Cucamonga
22 10500 Civic Center Drive
23 Rancho Cucamonga CA 91729-0870

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

Nothing in this paragraph shall be construed to prevent the giving
of notice by personal service.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on
the day and date first above shown.

CLIENT

Date: 6-1-2009

by: Pam Easter
Assistant City Manager

CLIENT
Pamela S Easter
Signature

ECONOMIC DEVELOPMENT AGENCY,
City of San Bernardino

Date: 6/11/09

by: [Signature]
Lori Panzino - Pillery
CATV Manager

PRODUCTION BUDGET WORKSHEET

CONTRACT #: _____

Client City of Rancho Cucamonga Contact: Erika Lewis-Huntley

Address: 10500 Civic Center Drive Rancho Cucamonga CA 91729-0870

Email: Erika.Lewis-Huntley@cityofrc.us Telephone: 909-477-2700 ext 2008 Fax: 909-477-2846

BILLING INFORMATION: (Information needed to process contract)

Contact: Erika Lewis-Huntley

Address: 10500 Civic Center Drive Rancho Cucamonga CA 91729-0870

Email: Erika.Lewis-Huntley@cityofrc.us Telephone: 909-477-2700 ext 2008 Fax: 909-477-2846

SERVICES	Hour x Rate	SERVICES	Hour x Rate
Studio Facilities (2 hr min)	_____ x _____ / hr	Set & Light (3 crew)	_____ x _____ / hr
Studio Only (4 hr min)	_____ x _____ / hr	Production Setup:	_____ x _____ / hr
	___ day x _____ / day		
1 Camera Remote (2hr min)	_____ x _____ / hr	Additional Personnel:	_____ x _____ / hr
2 Camera Remote (2hr min)	_____ x _____ / hr		_____ x _____ / hr
3 Camera Remote (4hr min)	_____ x _____ / hr		_____ x _____ / hr
			_____ x _____ / hr
Edit Bay (Linear/NonLinear)	_____ x _____ / hr	Travel Time:	_____ x _____ / hr
Dubs: DVD	_____ / \$ _____	Mileage: (Round trip)	<u>66</u> miles x .585/ mile
OTHER	_____ / \$ _____	Government Mtg. Coverage	<u>110</u> /hr + mileage
Videotape Purchase:	_____ type _____ #	Tapes x \$ _____ / tape	
	_____ type _____ #	Tapes x \$ _____ / tape	
	_____ type _____ #	Tapes x \$ _____ / tape	

Comments: 1 hr setup + up to a 3 hour meeting using up to 2 staff persons. An additional \$55/half hour after 10:00pm thereafter.

Est. Production Cost: \$440+ \$38.61

Final Production Cost: \$478.61

PSE _____ 11/7/08
Client Date

[Signature] _____ 11/7/08
Supervisor Date

[Signature] _____ 11/7/08
Manager Date

TERMS: A non-refundable deposit of 50% may be required. Advertising contracts require 50% deposit upon initial contract signing, and the 50% balance upon completion. Delinquent accounts will be charged an additional 15% delinquency fee per month on the balance due.

The production budget is an estimate of costs based on information supplied by the client. Actual facility use will be utilized to determined final production costs. If the cost of production is anticipated to go over the above estimate the overage will be approved by the client before any additional work is performed. Net 30 days after receipt of final videotape/s released to client. Please read the **TERMS and CONDITIONS**.

CATV TERMS AND CONDITIONS

1. PRICES: Prices quoted herein for all items and services shall be the prices of CATV in force at the date of acceptance by the Client. Client will receive and accept a written price quotation, based on projected needs of the Client and CATV's price schedule in advance of the production or services. Additional services that may be requested by the Client beyond those detailed on the written price quotation may be provided at the request of the Client and billed using CATV's price schedule. CATV's price schedule reflects prices for existing permanent personnel and equipment. Prices for personnel and equipment beyond those considered permanent must be negotiated on an individual basis. Client will be billed for set-up and teardown time. Client will also be billed for waiting time except in the case of a technical failure. Client will receive and sign a report at the conclusion of the production or services acknowledging the actual time and facilities used.

2. MINIMUM CHARGES AND INCREMENTS: A minimum charge of \$110 or the rate of one hour of facilities or services, whichever is greater, shall be in effect in each case.

3. BILLING AND PAYMENTS: In some cases a deposit of 50% of the quoted price is due and payable before services are rendered. In the event a deposit is necessary the date for delivery and acceptance of deposit shall be discussed and mutually agreed upon before any production service agreements are signed by the Cable Television Manager, or by his/her designee, and the Client. Payment is due net 30 days following the date of invoice. Checks should be made payable to: Economic Development Agency, CATV.

Until full payment has been made by the Client, CATV shall retain final production.

4. TRANSPORTATION AND TAXES: Transportation to and from CATV premises shall be at the Client's risk and expense. Unless requested by the Client, all materials shipped to the Client will be shipped on a collect basis by a carrier specified by the Client. A handling charge will be added to all prepaid shipments. CATV will not accept C.O.D. deliveries addressed to the Client unless arrangements are made for prepayment to CATV for such anticipated charges. Existing local, state, federal or other government charges for sales, manufacturing, excise and use taxes have been included in CATV's price schedule.

5. QUOTATIONS: All written quotations submitted by CATV shall be valid for sixty (60) days from the date of submission. Oral quotations may be provided for the convenience of the Client, but such oral quotations shall not imply or constitute a binding contract.

Signature of the Client on and return of the quotation to CATV shall constitute a binding contract. At the Client's request should the needs of the project go beyond the specified time limits quoted within the production budget, the Client will be responsible for any and all additional production charges to complete the project. The same applies for quotes of flat rate productions.

6. BREACH: If, for reasons beyond the control of the CATV is unable to provide the Client with facilities as quoted, CATV will endeavor, but not guarantee to, furnish equal facilities at another date at no penalty to the Client. If CATV is unable to furnish such equal facilities, the Client's deposit will be returned within 48 hours of cancellation. If the Client desires to cancel scheduled facilities use, the Client shall inform CATV's agent within 48 hours of scheduled use. If the Client fails to give required notice, the Client's deposit will be forfeited as a breach of contract.

7. WARRANTIES: CATV endeavors to maintain facilities in good operating condition and repair and its premises in a safe condition, but make no warranties with respect to either. All facilities used hereunder shall be used by the Client at the Client's sole risk. CATV shall not be liable or responsible in any way for damages or otherwise to the Client or any of the Client's officers, agents, employees or invitees, for loss or injury of any kind to person or property, whether caused by casualty or by an act of omission, negligent or otherwise of CATV, its officers, agents, licensees or invitees, or by the condition of the facilities or by any failure of the facilities to function properly or by the foregoing. It is understood that CATV shall use its best efforts to coordinate its facilities to the end that the production schedule shall be satisfactory to the Client. However, CATV shall not be under any obligation to establish schedules for facilities which will make it possible for the Client to meet its contractual commitments for delivery of programs or otherwise, and CATV shall have the sole, final and complete control in establishing the schedules for the furnishing of personnel and facilities and the Client shall comply with such schedule.

8. INDEMNIFICATION: The Client shall, at all times, indemnify and hold harmless, the CATV, its officers, directors, employees, agents from and against any and all claims, damages, costs, liabilities and expenses, including reasonable counsel fees and disbursements arising out of, or resulting from any acts or omissions by the Client, its employees, officers, agents, licensees, in connection with the Client's occupancy of CATV's premises and/or uses of the technical facilities personnel and services furnished hereunder, or in any other way by reason of CATV's entering into this agreement with the Client. The Client shall also reimburse CATV for any damage to, or destruction of, any facilities or premises furnished hereunder to the extent that same are damaged or destroyed by the Client or any of its officers, agents, employees, licensees or invitees.

9. INSURANCE: CATV has sufficient insurance to cover all facilities and personnel of the production facility. However, CATV does not carry, and shall not be responsible for insurance coverage of the Client's employees, officers, agents, invitees or property. The Client shall, upon request, furnish CATV with verification of insurance coverage. In addition, Client will, at the request of CATV, provide additional insurance coverage where coverage is not provided for in the CATV policy.

10. CLIENT'S PACKAGE: The Client shall furnish all elements required for the production and recording thereof, except the facilities and special provisions stated in this contract and provided by CATV. All contracts made by the Client for the furnishing of such elements shall be entered into by the Client as principal, and the Client shall not be deemed to be CATV's agent in negotiating or entering into any such contract. Client shall provide staff for production assistant duties, including refreshment services, script writing and other such services related to the production unless prior paid arrangements are made with CATV.

11. CLIENT'S WARRANTIES: Client warrants and represents that:

- A. It is free to enter into and fully perform this agreement.
- B. Client has secured all necessary rights to produce, record, perform, broadcast, use and re-use the production and all material on which it is based or which are included in said production.
- C. Use of the production will not violate any federal, state, or local law or government regulation and will not infringe upon or violate the rights of any person or party.
- D. Content of material to be recorded, edited, or displayed on CATV's facilities or equipment is suitable for cablecast on the air. The suitability of such material shall be the sole judgment of CATV's agent.

12. GENERAL: The Client may not assign this agreement or any of its rights hereunder, nor permit use of the facilities by any other person or party.

This agreement constitutes the entire understanding between City of San Bernardino, CATV and the Client.



IEMG

Inland Empire Media Group

City of San Bernardino
ECONOMIC DEVELOPMENT AGENCY

CONTRACT SERVICES AGREEMENT

May 11, 2010

The City of San Bernardino, Economic Development Agency-Inland Empire Media Group (hereafter shown as "IEMG"), is pleased to provide the Local Agency Formation Commission – San Bernardino (LAFCO) with Commission Hearing Production Services at a flat fee of \$300 per hearing from the July 1, 2010 through June 30, 2010. IEMG agrees to provide staff for each hearing. The hearing schedule is as follows:

July 21, 2010	September 15, 2010	November 17, 2010
January 19, 2011	March 16, 2011	May 18, 2011

In the event that LAFCO wishes to have additional hearings staffed by IEMG, IEMG guarantees the following rates for a period of one year.

- (1) Production/Technical Operator @ \$300 per hearing
- (2) Additional DVDs requested by LAFCO @ \$15 each

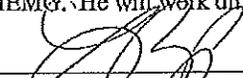
The following table specifies the included and excluded job functions for the provided staff. Excluded job functions are available to LAFCO as needed at an additional cost.

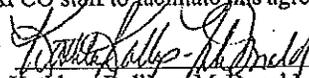
<u>Job Functions:</u>	<u>Excluded functions:</u>
<ul style="list-style-type: none"> • System setup and shutdown • Camera operations • Tape operations • Audio operations • Switcher operations • Character generator operations 	<ul style="list-style-type: none"> • Videotape editing • Equipment maintenance • Videotape duplication • Training

Either LAFCO or IEMG may terminate this contract agreement by submitting 30 days written notice. Either LAFCO or IEMG may cancel production services for a hearing by submitting 21 days written notice. IEMG will invoice LAFCO on a monthly basis for services rendered.

IEMG shall provide LAFCO with two DVDs of each production at no additional cost. IEMG may charge \$15 for each additional DVDs requested by LAFCO.

Klyde Layon, IEMG Broadcast Engineering Coordinator, will act as the contract administrator on behalf of IEMG. He will work directly with the designated LAFCO staff to facilitate this agreement.


 _____ Date: 5/13/10
 Lori Tillery, IEMG Manager
 City of San Bernardino
 Economic Development Agency


 _____ Date: 5/12/10
 Kathleen Rollings-McDonald
 Executive Officer
 Local Agency Formation Commission

1 WHEREAS, the Successor Agency also holds approximately \$230,960 in Public
2 Education and Government (“PEG”) fund balances (“PEG Funds”) collected in accordance with
3 AB2987, the Digital Infrastructure and Video Competition Act, Public Utilities Code
4 Section 5800, *et seq.* (“DIVCA”); and

5 WHEREAS, “IEMG” refers to certain local public, educational and government cable
6 channels previously operated by the City, then transferred to and operated by the former
7 Redevelopment Agency of the City of San Bernardino (“Former Agency”), and most recently
8 operated by the Successor Agency, as successor to the Former Agency; and

9 WHEREAS, the IEMG Assets and PEG Funds were previously owned by the City and
10 were transferred to the Former Agency concurrently with the Former Agency’s assumption of
11 the obligation to operate IEMG; and

12 WHEREAS, upon receipt of the IEMG Assets, IEMG Contracts and PEG Funds, the City
13 will once again undertake the operations of IEMG, relieving the Successor Agency of the
14 operational, staffing and administrative burden and expense associated with IEMG operations;
15 and

16 WHEREAS, the IEMG Assets and PEG Funds are used for the purpose of providing
17 community access to cable television channels and to provide Public, Educational and
18 Government channels on cable television in accordance with DIVCA;

19 WHEREAS, the IEMG Assets and PEG Funds are currently and have at all times been
20 used in the operation of the IEMG, and are therefore properly considered “governmental
21 purpose” property within the meaning of Health & Safety Code Section 34181(a); and

22 WHEREAS, pursuant to 47 USC Sections 531, 541(a)(4)(B), and 542(g)(2)(C), the PEG
23 Funds can only be used for “capital costs” for “public, educational, or governmental access
24 facilities”, which is defined in 47 USC 522(16) as “channel capacity designated for public,
25 educational, or governmental use; and facilities and equipment for the use of such channel
26 capacity”; and

27 WHEREAS, Section 34181(a) authorizes the Oversight Board to direct the Successor
28 Agency to transfer the IEMG Assets and PEG Funds to the City; and

1 WHEREAS, the Oversight Board has the authority to direct the Successor Agency to
2 assign the IEMG Contracts to the City pursuant to Health and Safety Code Section 34181(e) to
3 reduce liabilities of the Successor Agency; and

4 WHEREAS, because the IEMG Assets and PEG Funds constitute governmental purpose
5 property originally owned by the City and because the transfer of the IEMG Assets, IEMG
6 Contracts and PEG Funds will transfer the administrative burden and expense of IEMG
7 operations from the Successor Agency to the City, no compensation will be paid by the City in
8 exchange for the IEMG Assets, IEMG Contracts and PEG Funds; and

9 NOW, THEREFORE, BE IT RESOLVED by the Oversight Board to the Successor
10 Agency to the Redevelopment Agency of the City of San Bernardino, as follows:

11 **Section 1.** The foregoing recitals are true and correct and are a substantive part of
12 this Resolution.

13 **Section 2.** The Oversight Board hereby finds and determines, based on all evidence,
14 documentation and testimony contained in the record before it, that the IEMG Assets and PEG
15 Funds constitute “governmental purpose” property within the meaning of Health and Safety
16 Code Section 34181(a).

17 **Section 3.** The Oversight Board hereby finds and determines, based on all evidence,
18 documentation and testimony contained in the record before it, that the assignment and transfer
19 of the IEMG Contracts to the City will reduce liabilities of the Successor Agency and increase
20 net revenues to the taxing agencies and is therefore warranted by Health and Safety Code
21 Section 34181(e).

22 **Section 4.** The Oversight Board hereby directs the Successor Agency to transfer all
23 IEMG Assets and PEG Funds and to assign and transfer all IEMG Contracts to the City of San
24 Bernardino, pursuant to Health and Safety Code Section 34181, subdivisions (a) and (e).

25 **Section 5.** This Resolution shall take effect upon the date of its adoption.

26 ///

27 ///

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

A RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SAN BERNARDINO DIRECTING THE SUCCESSOR AGENCY TO TRANSFER ASSETS, SERVICE CONTRACTS & PUBLIC EDUCATION AND GOVERNMENT FUND ACCOUNT BALANCES RELATED TO INLAND EMPIRE MEDIA GROUP (IEMG) OPERATIONS TO THE CITY OF SAN BERNARDINO

PASSED, APPROVED AND ADOPTED THIS ____ day of _____, 2013, by the following vote:

Board Members	Ayes	Nays	Abstain	Absent
HEADRICK	_____	_____	_____	_____
HILL	_____	_____	_____	_____
LONGVILLE	_____	_____	_____	_____
MACIAS-HARRISON	_____	_____	_____	_____
MORRIS	_____	_____	_____	_____
O'TOOLE	_____	_____	_____	_____
SMITH	_____	_____	_____	_____

Secretary

The foregoing Resolution is hereby approved this ____ day of _____, 2013.

James P. Morris, Chairman
Oversight Board for the
Successor Agency to the Redevelopment
Agency of the City of San Bernardino

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT "A"
INVENTORY OF IEMG ASSETS

[Attached on following pages.]

CATV Equipment to be transferred

City Hall-300 North D Street			
Type	Manufacturer	Model	Qty
Control Room	Newtek	Video Toaster PC w/ 2 LCD monitors	1
	Panasonic	BT-S702 Color Monitors	2
	Panasonic	WV-5380 B&W Monitors	2
	JVC	CM-31720 Color Monitors	2
	Sharp	13" Color Monitor	1
	Radio Shack	13" Color Monitor	1
	Sony	VO-5850 Umatic VTR	1
	Sony	VO-5800 Umatic VTR	1
	Sony	SVO-1250 VHS Recorder	1
	Sharp	DV-HR300HDD	1
	Optimus	103 VHS Recorder	1
	Videotek	TWM-60 Waveform Monitor	1
	Videotek	VSM-60 Vectorscope Monitor	1
	Videotek	VDA-16 Distribution Amp	1
	Videotek	ADA-16 Distribution Amp	1
	Videotek	PVS-6A Video Switcher	1
	Symetrix	402 Digital Delay Unit	1
	Numark	DM-1650 Audio Mixer	1
	ADC	Audio Patch Panel w/ patch cables	1
	ADC	Video Patch Panel w/ patch cables	1
Camera Control	Ikegami	RCU-240 Remote Control Unit	4
	TSM	MCS-4000 Remote Controller	1
Lighting	NSI	NCM508 Lighting Controller	1
Signal Distribution	Microwave Radio	23CX TRX Microwave Transmitter	3
	Blonder Tongue	Demodulators	3
	Standard	TVM 550 Demodulators	2
	Vbrick	Internet Device	1
	Kramer	Audio/Video Distribution Amp	2
Presentation	Extron	IN1508 Scaling Presentation Switcher	1
	Extron	VCS-500 Scan Converter	1
	Extron	Distribution Amplifier	1
	Extron	VTT	4
	Extron	VTR	6
Council Chamber	Ikegami	HL-240 3CCD Camera System with Power	3
	TSM	Pan/Tilt/Zoom Servo Head w/ Power Supp	3
	TSM	Power Supply	1
	Panasonic	42" Plasma Panel	2
	Hitachi	Ceiling Mounted Projector	1
	Dell	19" LCD Monitor	1

CATV Equipment to be transferred

201 North E. Street, Suite 103

Type	Manufacturer	Model	Qty	
Blueline Automation Sys	Blueline Automation System	Archive Computer w/ DVD Jukebox	1	
		BlueServe Computer	1	
		BlueMpeg Server Computer	2	
		BlueAir Computer	1	
		BlueNas Storage	1	
		BluePrep Computer	1	
		Avocent	Avocent 8x1 KVM Switch	1
Videotape Recorders	JVC	JVC D9 BR-D92U	1	
		SA-92U SDI Interface Card	1	
	JVC	JVC DV BR-DV6000	1	
	Sony	Sony Beta SP BVW-70	1	
JVC	JVC SVHS SR-S365U	3		
Monitor	Ikegami	Ikegami 9" PM-K9 B/W	14	
	JVC	JVC 13" TM-H1375SU	1	
	JVC	JVC 17" TM-H1750C	1	
Routing	Sigma	Sigma 16x16 SS-2100-16 plus	1	
	Videotek	Videotek Routing Switcher RS-12A	5	
	Ross	Ross Talia Panels SK1	1	
	Ross	Ross Talia Panels RCP-251	1	
Audio/Video Monitoring	Audio/Video Monitoring	Evertz 7700 Multiframe Tray	1	
		7765AVM-4-VGA+3RU Card	1	
		7766AVM-4A+3RU Card	1	
	Videotek	Videotek Demodulators DM-100	4	
	Wholer	Wholer AMP1A Audio monitor	1	
	Videotek	Videotek VTM 200 Multiformat Monitor	1	
		VTM-200 Option 1	1	
	JBL	JBL Control 5 Speakers	2	
	Intercom	RTs	RTS MCE325 combination station	1
	Processing	DBX	DBX 166 Compressor/Limiter	4
Tascam		Tascam LA80	2	
Timing	ESE	ESE Clock ESE-161U	1	
Production Equipment	Thomson	Thomson 1707 Camera System w/ CCU/Triax/Lens/Remote Panel	3	
		Chyron	Chyron Duet LE Character Generator	1
		Lyric Software	1	
		Avocent KVM Switch LV220AM	1	
	Ross	Ross Synergy 100 Control Chassis	1	
		Editor Interface Option	1	

CATV Equipment to be transferred

201 North E. Street, Suite 103				
Type	Manufacturer	Model	Qty	
Satellite Feed	Satellite Feed	Satellite Dishes (2) and related equipmt.	1	
	Avocent	Avocent KVM Switch LV220AM	1	
	Avocent	Avocent KVM Switch LV220AM	1	
Routing	Ross	Ross Talia 32X32 Router	1	
	(Connects to above Router)	Ross Talia Main CPU	1	
	ADC	ADC Video Patch Panels	7	
	ADC	ADC Audio Patch Panels	12	
	Bitree	Bittree Patch Panel	1	
Terminal Gear	Ross	Ross Talia Panel RCP-251	1	
	Ross	Ross Tray with assorted Terminal Gear (Distribution/Conversion) Cards	5	
		ADC-8030A	5	
		CDK-111M	4	
		DAC-8013	3	
		DAC-8016	7	
		DFR-8110	6	
		DSA-8004	2	
		UDA-8005	14	
		DFR-8110A	1	
		MUX-8522-C	4	
		Videotek	Videotek Audio DA ADS-24	2
	Intercom	RTS	RTS Power Supply PS15	2
			RTS MRT327 combo	1
Audio/Video Monitoring	Videotek	Videotek VTM 200 Multi Format Mon.	1	
		VTM-200 Option 1	1	
	Wohler	Wohler AMP1 Audio Monitor	1	
Timing	Leitch	Leitch DPS 575 Synchronizer w/ panel	1	
		Leitch DPS 575 Synchronizer w/o panel	2	
		1394 Firewire Option	2	
	Videotek	Videotek VSG-204D Generator	1	
	ESE	ESE-100A Master Clock	1	
Monitors	Ikegami	Ikegami 9" PM-K9 B/W	4	
	JVC	JVC 9" Color	2	
	TSL	TSL Under Monitor Display System	1	
Processing	Tascam	Tascam LA80	1	

CATV Equipment to be transferred

201 North E. Street, Suite 103				
Type	Manufacturer	Model	Qty	
Monitors	Ikegami	Ikegami 9" PM-K9 B/W	14	
	JVC	JVC 17" TM-H1750C	2	
	JVC	JVC 13" TM-H1375SU	3	
	Evertz	Evertz 3410	1	
Intercom	RTS	RTS MCE325 Combination Station	3	
Audio/Video Monitoring	JBL	JBL Control 5 Speakers	2	
	TSL	TSL VCA	1	
	Tektronics	Tektronics WFM-601A	1	
Routing	Ross	Ross Routing Panel Kameleon	1	
		Ross Synergy 100 Aux Panels	2	
Videotape Recorders	JVC	JVC D9 BR-D92U	2	
		SA-92U SDI Interface Card	2	
	JVC	JVC DV BR-DV3000	1	
Edit Controller	JVC	JVC RM-G870U Edit Controller	1	
		VC-G9050U Editing Cables	1	
Production Switcher	Ross	Ross Synergy 100 Panel	1	
Camera	Thomson	Thomson OCP42 Remote Panels	3	
Audio Board	Mackie	Mackie 32x8 Audio Board w/ PS	1	
Audio Monitoring	JBL	JBL Control 5 Speakers	2	
	Crown	Crown Amplifiers D-75A	3	
	Videotek	Videotek Audio DA ADS-24	1	
Intercom	RTS	RTS MCE325 Combination Station	1	
Routing	Ross	Ross Router Panel RCP-251	1	
	Bitree	Bitree Audio Patch Bay	3	
Audio Gear	Denon	Denon MD DM-M1050R	1	
	Denon	Denon CD DN-T645	1	
Camera System	Thomson	Thomson 1707 Camera w/ Lens attached Viewfinder and cables	3	
	Vinten	Vinten 250 Head	2	
	Vinten	Vinten Pro Pedestal	2	
Camera System	JVC	JVC DV500 w/ lens attached and	1	
	Anton Baur	Anton Baur battery system	1	

CATV Equipment to be transferred

201 North E. Street, Suite 103				
Type	Manufacturer	Model	Qty	
	Vinten	Vinten Vision 6 head	1	
	Vinten	Vinten Tripod	1	
Field	JVC	JVC D9 DY-70U Camera w/ Lens attached	2	
Field	Vinten	Vinten Vision 11 Head	2	
Field	Vinten	Vinten Vision 11 Tripod	2	
Field	Anton Bauer	AB Battery System w/batteries	2	
Field	JVC	D-9 Camera Cases	2	
	Sony	Sony Wireless WRR-862 2 Channel Rx	1	
	Sony	Sony WRR-861 Receiver 1 Channel	1	
	Sony	Sony WRT-808a Transmitter 1 Channel	2	
	Anton Bauer	Anton Bauer Ultralight 2	1	
		CB-750 Camera Case	1	
Editing System	Dell	Dell Precision Workstation 340 Mini Tower	1	
	NEC	NEC 22" Display Monitor	1	
	Avid	Avid Express DV 3.5 Software	2	
	Chyron	Lyric Offline Graphics Software	1	
		Firewire Drive	1	
Monitors	JVC	JVC 13" TM-H1375SU	1	
	Ikegami	Ikegami 9" PM-K9 B/W	1	
Routing	Sigma	Sigma 8x8 Router	1	
	Ocean Matrix	Ocean Matrix Firewire Router	2	
	Ross	Ross Router Panel RCP-251	1	
Conversion	Miranda	Miranda DV-Bridge	1	
	Miranda	Miranda ASD-771	1	
	Canopus	Canopus ADVC50 Converter	1	
Videotape Recorders	JVC	JVC D9 BR-D750U	2	
		SA-DV60U Firewire Option	2	
	Sony	Sony Beta SP VTR	1	
	JVC	JVC DV BR-DV3000	1	
	JVC	JVC SVHS SR-S365U	1	
ENG Cameras	JVC	JVC - GYHD200 with	3	
	JVC	JVC - HD100 Hard Drive	3	
	JVC	JVC-KA1000 FD Solid State Recorder	3	
	JVC	JVC-GYHM100	2	
	Canon	Canon EOS 5DMarkII	2	
Pan and Tilt System	Sony	Sony EVID-70	4	
	Sony	Sony RM-300 Controller	1	

CATV Equipment to be transferred

201 North E. Street, Suite 103				
Type	Manufacturer	Model	Qty	
Camera Support	EZ	EZ Jib	2	
Audio	Sennheiser	Sennheiser EW-100 wireless RX/TX Set	7	
Editing Workstations	Apple	iMacs	16	
		MacPro	1	
		mac mini	1	
Production System	BroadcastPix	Broadcast Pix Slate 100 G	1	
Storage Area Network	Editshare	4 TB Editshare Network Storage	1	
Editing Software	Avid	Avid Media Composer 4 to 5	8	
	Apple	Apple Final Cut Studio 7	6	
City Hall Parking Structure				
Type	Manufacturer	Model	Qty	
Vehicles	1995 Ford (351) Aerostar	1FMDA31XX8ZB74972	1	
	1997 Ford (1087) Econoline	1FTER1421VHC92122	1	

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT "B"
IEMG SERVICE CONTRACTS

[Attached on following pages.]

- 1 5. CLIENT shall indemnify, defend and hold CATV, its officers, employees and agents
2 harmless from any claim, demand, liability, suit, judgment or expense (including,
3 without limitation, reasonable costs of defense) arising out of or related to CATV'S
4 performance of this agreement, except that such duty to indemnify, defend and hold
5 harmless shall not apply where injury to person or property is caused by CATV'S
6 willful misconduct or sole negligence.
- 7 6. CATV shall perform work tasks as directed by the Economic Development Agency,
8 City of San Bernardino.
- 9 7. In the performance of this Agreement and in the hiring and recruitment of employees,
10 CATV shall not discriminate on the basis of race, creed, color, religion, sex, physical
11 handicap, ethnic background or country of origin.
- 12 8. The CLIENT agrees to all terms and conditions in the attached CATV Terms and
13 Conditions document.
- 14 9. Any notice to be given pursuant to this Agreement shall be certified or receipted
15 addressed as follows:

16 TO CATV: CATV Production Facility
17 City of San Bernardino
18 201 North "E" Street, Suite 206
19 San Bernardino CA 92401-1507

20 TO THE CLIENT San Bernardino City Unified School District
21 Attn: Purchasing Services Department, Contract Analyst
22 777 North F Street
23 San Bernardino, CA 92410

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18

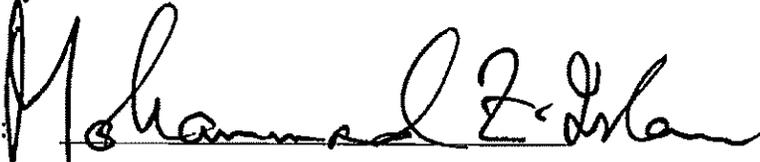
Nothing in this paragraph shall be construed to prevent the giving
of notice by personal service.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on
the day and date first above shown.

CLIENT

San Bernardino City Unified School District

Date: JAN 28 2009

by: 

Mohammad Z. Islam
Chief Business and Financial Officer

ECONOMIC DEVELOPMENT AGENCY,

City of San Bernardino

Date: 2/2/09

by: 

Lori Panzino - Ternery
CATV Manager

PRODUCTION BUDGET WORKSHEET

CONTRACT #: _____

Client: San Bernardino City Unified School District Contact: Linda Bardere

Address: 777 North F Street, San Bernardino, CA 92410

Email: linda.bardere@sbcusd.k12.ca.us Telephone: (909) 381-1250 Fax: (909) 388-1451

BILLING INFORMATION: (Information needed to process contract)

Contact: Mohammad Z. Islam, Chief Business and Financial Officer

Address: 777 North F Street, San Bernardino, CA 92410

Email: mohammad.islam@sbcusd.k12.ca.us Telephone: (909) 381-1164 Fax: (909) 381-1375

SERVICES	Hour x Rate	SERVICES	Hour x Rate
Studio Facilities (2 hr min)	_____ x _____ / hr	Set & Light (3 crew)	_____ x _____ / hr
Studio Only (4 hr min)	_____ x _____ / hr	Production Setup:	_____ x _____ / hr
	_____ day x _____ / day		
1 Camera Remote (2hr min)	_____ x _____ / hr	Additional Personnel:	_____ x _____ / hr
2 Camera Remote (2hr min)	_____ x _____ / hr		_____ x _____ / hr
3 Camera Remote (4hr min)	_____ x _____ / hr		_____ x _____ / hr
			_____ x _____ / hr
Edit Bay (Linear/NonLinear)	_____ x _____ / hr	Travel Time:	_____ x _____ / hr
Dubs: DVD	_____ / \$ _____	Mileage:	_____ miles x .585/ mile
OTHER	_____ / \$ _____	Government Mtg. Coverage	\$110/hr + mileage
Videotape Purchase:	_____ type _____ #	Tapes x \$ _____ / tape	
	_____ type _____ #	Tapes x \$ _____ / tape	
	_____ type _____ #	Tapes x \$ _____ / tape	

Comments: Using two staff persons, 1 hr setup prior to meeting (4:30 - 5:30) and up to a 9:00 p.m. formal adjournment, as evidenced in the meeting minutes. When staff is required before 4:30, each 30 minutes or portion thereof shall be paid at \$55, supported by written request (e-mail acceptable) from the School District's contact (see above). When meetings adjourn after 9:00, 15 minutes for pickup/cleanup shall be added to the official adjournment time, and each 30 minutes or portion thereof after 9:00 p.m. shall be paid at \$55.
 Est. Production Cost: \$ 495 per mtg. + no mileage Final Production Cost: \$ 495 per meeting

Mohammad Z. Islam 28 2009
 Client Date

[Signature] Feb. 1, 2009
 Supervisor Date

Mohammad Z. Islam
 Chief Business and Financial Officer

[Signature] 2/2/09
 Manager Date

TERMS: A non-refundable deposit of 50% may be required. Advertising contracts require 50% deposit upon initial contract signing, and the 50% balance upon completion. Delinquent accounts will be charged an additional 15% delinquency fee per month on the balance due.

The production budget is an estimate of costs based on information supplied by the client. Actual facility use will be utilized to determined final production costs. If the cost of production is anticipated to go over the above estimate the overage will be approved by the client before any additional work is performed. Net 30 days after receipt of final videotape/s released to client. Please read the **TERMS and CONDITIONS.**

CATV TERMS AND CONDITIONS

1. PRICES: Prices quoted herein for all items and services shall be the prices of CATV in force at the date of acceptance by the Client. Client will receive and accept a written price quotation, based on projected needs of the Client and CATV's price schedule in advance of the production or services. Additional services that may be requested by the Client beyond those detailed on the written price quotation may be provided at the request of the Client and billed using CATV's price schedule. CATV's price schedule reflects prices for existing permanent personnel and equipment. Prices for personnel and equipment beyond those considered permanent must be negotiated on an individual basis. Client will be billed for set-up and teardown time. Client will also be billed for waiting time except in the case of a technical failure. Client will receive and sign a report at the conclusion of the production or services acknowledging the actual time and facilities used.

2. MINIMUM CHARGES AND INCREMENTS: A minimum charge of \$_____ or the rate of one hour of facilities or services, whichever is greater, shall be in effect in each case.

3. BILLING AND PAYMENTS: In some cases a deposit of 50% of the quoted price is due and payable before services are rendered. In the event a deposit is necessary the date for delivery and acceptance of deposit shall be discussed and mutually agreed upon before any production service agreements are signed by the Cable Television Manager, or by his/her designee, and the Client. Payment is due net 30 days following the date of invoice. Checks should be made payable to: Economic Development Agency, CATV.

Until full payment has been made by the Client, CATV shall retain final production.

4. TRANSPORTATION AND TAXES: Transportation to and from CATV premises shall be at the Client's risk and expense. Unless requested by the Client, all materials shipped to the Client will be shipped on a collect basis by a carrier specified by the Client. A handling charge will be added to all prepaid shipments. CATV will not accept C.O.D. deliveries addressed to the Client unless arrangements are made for pre-payment to CATV for such anticipated charges. Existing local, state, federal or other government charges for sales, manufacturing, excise and use taxes have been included in CATV's price schedule.

5. QUOTATIONS: All written quotations submitted by CATV shall be valid for sixty (60) days from the date of submission. Oral quotations may be provided for the convenience of the Client, but such oral quotations shall not imply or constitute a binding contract.

Signature of the Client on and return of the quotation to CATV shall constitute a binding contract. At the Client's request should the needs of the project go beyond the specified time limits quoted within the production budget, the Client will be responsible for any and all additional production charges to complete the project. The same applies for quotes of flat rate productions.

6. BREACH: If, for reasons beyond the control of the CATV is unable to provide the Client with facilities as quoted, CATV will endeavor, but not guarantee to, furnish equal facilities at another date at no penalty to the Client. If CATV is unable to furnish such equal facilities, the Client's deposit will be returned within 48 hours of cancellation. If the Client desires to cancel scheduled facilities use, the Client shall inform CATV's agent within 48 hours of scheduled use. If the Client fails to give required notice, the Client's deposit will be forfeited as a breach of contract.

7. WARRANTIES: CATV endeavors to maintain facilities in good operating condition and repair and its premises in a safe condition, but make no warranties with respect to either. All facilities used hereunder shall be used by the Client at the Client's sole risk. CATV shall not be liable or responsible in any way for damages or otherwise to the Client or any of the Client's officers, agents, employees or invitees, for loss or injury of any kind to person or property, whether caused by casualty or by an act of omission, negligent or otherwise of CATV, its officers, agents, licensees or invitees, or by the condition of the facilities or by any failure of the facilities to function properly or by the foregoing. It is understood that CATV shall use its best efforts to coordinate its facilities to the end that the production schedule shall be satisfactory to the Client. However, CATV shall not be under any obligation to establish schedules for facilities which will make it possible for the Client to meet its contractual commitments for delivery of programs or otherwise, and CATV shall have the sole, final and complete control in establishing the schedules for the furnishing of personnel and facilities and the Client shall comply with such schedule.

8. INDEMNIFICATION: The Client shall, at all times, indemnify and hold harmless, the CATV, its officers, directors, employees, agents from and against any and all claims, damages, costs, liabilities and expenses, including reasonable counsel fees and disbursements arising out of, or resulting from any acts or omissions by the Client, its employees, officers, agents, licensees, in connection with the Client's occupancy of CATV's premises and/or uses of the technical facilities personnel and services furnished hereunder, or in any other way by reason of CATV's entering into this agreement with the Client. The Client shall also reimburse CATV for any damage to, or destruction of, any facilities or premises furnished hereunder to the extent that same are damaged or destroyed by the Client or any of its officers, agents, employees, licensees or invitees.

9. INSURANCE: CATV has sufficient insurance to cover all facilities and personnel of the production facility. However, CATV does not carry, and shall not be responsible for insurance coverage of the Client's employees, officers, agents, invitees or property. The Client shall, upon request, furnish CATV with verification of insurance coverage. In addition, Client will, at the request of CATV, provide additional insurance coverage where coverage is not provided for in the CATV policy.

10. CLIENT'S PACKAGE: The Client shall furnish all elements required for the production and recording thereof, except the facilities and special provisions stated in this contract and provided by CATV. All contracts made by the Client for the furnishing of such elements shall be entered into by the Client as principal, and the Client shall not be deemed to be CATV's agent in negotiating or entering into any such contract. Client shall provide staff for production assistant duties, including refreshment services, script writing and other such services related to the production unless prior paid arrangements are made with CATV.

11. CLIENT'S WARRANTIES: Client warrants and represents that:

- A. It is free to enter into and fully perform this agreement.
- B. Client has secured all necessary rights to produce, record, perform, broadcast, use and re-use the production and all material on which it is based or which are included in said production.
- C. Use of the production will not violate any federal, state, or local law or government regulation and will not infringe upon or violate the rights of any person or party.
- D. Content of material to be recorded, edited, or displayed on CATV's facilities or equipment is suitable for cablecast on the air. The suitability of such material shall be the sole judgment of CATV's agent.

12. GENERAL: The Client may not assign this agreement or any of its rights hereunder, nor permit use of the facilities by any other person or party.

This agreement constitutes the entire understanding between City of San Bernardino, CATV and the Client.

- 1 5. CLIENT shall indemnify, defend and hold CATV, its officers, employees and agents
2 harmless from any claim, demand, liability, suit, judgment or expense (including,
3 without limitation, reasonable costs of defense) arising out of or related to CATV'S
4 performance of this agreement, except that such duty to indemnify, defend and hold
5 harmless shall not apply where injury to person or property is caused by CATV'S
6 willful misconduct or sole negligence.
- 7 6. CATV shall perform work tasks as directed by the Economic Development Agency,
8 City of San Bernardino.
- 9 7. In the performance of this Agreement and in the hiring and recruitment of employees,
10 CATV shall not discriminate on the basis of race, creed, color, religion, sex, physical
11 handicap, ethnic background or country of origin.
- 12 8. The CLIENT agrees to all terms and conditions in the attached CATV Terms and
13 Conditions document.
- 14 9. Any notice to be given pursuant to this Agreement shall be certified or receipted
15 addressed as follows:

16 TO CATV:

CATV Production Facility
City of San Bernardino
201 North "E" Street, Suite 206
San Bernardino CA 92401-1507

20 TO THE CLIENT

Erika Lewis-Huntley
City of Rancho Cucamonga
10500 Civic Center Drive
Rancho Cucamonga CA 91729-0870

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

Nothing in this paragraph shall be construed to prevent the giving
of notice by personal service.

/
/
/
/
/
/
/

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on
the day and date first above shown.

CLIENT

Date: 6-1-2009

by: Pam Easter

Assistant City Manager

CLIENT

Pamela S Easter

Signature

ECONOMIC DEVELOPMENT AGENCY,

City of San Bernardino

/

Date: 6/11/09

by: [Signature]

Lori Panzino - ~~Fillery~~

CATV Manager

PRODUCTION BUDGET WORKSHEET

CONTRACT #: _____

Client City of Rancho Cucamonga Contact: Erika Lewis-Huntley

Address: 10500 Civic Center Drive Rancho Cucamonga CA 91729-0870

Email: Erika.Lewis-Huntley@cityofrc.us Telephone: 909-477-2700 ext 2008 Fax: 909-477-2846

BILLING INFORMATION: (Information needed to process contract)

Contact: Erika Lewis-Huntley

Address: 10500 Civic Center Drive Rancho Cucamonga CA 91729-0870

Email: Erika.Lewis-Huntley@cityofrc.us Telephone: 909-477-2700 ext 2008 Fax: 909-477-2846

SERVICES	Hour x Rate	SERVICES	Hour x Rate
Studio Facilities (2 hr min)	_____ x _____ / hr	Set & Light (3 crew)	_____ x _____ / hr
Studio Only (4 hr min)	_____ x _____ / hr	Production Setup:	_____ x _____ / hr
	_____ day x _____ / day		
1 Camera Remote (2hr min)	_____ x _____ / hr	Additional Personnel:	_____ x _____ / hr
2 Camera Remote (2hr min)	_____ x _____ / hr		_____ x _____ / hr
3 Camera Remote (4hr min)	_____ x _____ / hr		_____ x _____ / hr
			_____ x _____ / hr
Edit Bay (Linear/NonLinear)	_____ x _____ / hr	Travel Time:	_____ x _____ / hr
Dubs: DVD	_____ / \$ _____	Mileage: (Round trip)	<u>66</u> miles x .585/ mile
OTHER	_____ / \$ _____	Government Mtg. Coverage	<u>110</u> /hr + mileage
Videotape Purchase: _____ type _____ # Tapes x \$ _____ / tape _____ type _____ # Tapes x \$ _____ / tape _____ type _____ # Tapes x \$ _____ / tape			

Comments: 1 hr setup + up to a 3 hour meeting using up to 2 staff persons. An additional \$55/half hour after 10:00pm thereafter.

Est. Production Cost: \$440+ \$38.61

Final Production Cost: \$478.61

DSE
Client _____ 11/7/08
Date

Erika Lewis-Huntley
Supervisor _____ 11/7/08
Date

[Signature]
Manager _____ 11/7/08
Date

TERMS: A non-refundable deposit of 50% may be required. Advertising contracts require 50% deposit upon initial contract signing, and the 50% balance upon completion. Delinquent accounts will be charged an additional 15% delinquency fee per month on the balance due.
 The production budget is an estimate of costs based on information supplied by the client. Actual facility use will be utilized to determined final production costs. If the cost of production is anticipated to go over the above estimate the overage will be approved by the client before any additional work is performed. Net 30 days after receipt of final videotape/s released to client. Please read the **TERMS and CONDITIONS**.

CATV TERMS AND CONDITIONS

1. PRICES: Prices quoted herein for all items and services shall be the prices of CATV in force at the date of acceptance by the Client. Client will receive and accept a written price quotation, based on projected needs of the Client and CATV's price schedule in advance of the production or services. Additional services that may be requested by the Client beyond those detailed on the written price quotation may be provided at the request of the Client and billed using CATV's price schedule. CATV's price schedule reflects prices for existing permanent personnel and equipment. Prices for personnel and equipment beyond those considered permanent must be negotiated on an individual basis. Client will be billed for set-up and teardown time. Client will also be billed for waiting time except in the case of a technical failure. Client will receive and sign a report at the conclusion of the production or services acknowledging the actual time and facilities used.

2. MINIMUM CHARGES AND INCREMENTS: A minimum charge of \$110 or the rate of one hour of facilities or services, whichever is greater, shall be in effect in each case.

3. BILLING AND PAYMENTS: In some cases a deposit of 50% of the quoted price is due and payable before services are rendered. In the event a deposit is necessary the date for delivery and acceptance of deposit shall be discussed and mutually agreed upon before any production service agreements are signed by the Cable Television Manager, or by his/her designee, and the Client. Payment is due net 30 days following the date of invoice. Checks should be made payable to: Economic Development Agency, CATV.

Until full payment has been made by the Client, CATV shall retain final production.

4. TRANSPORTATION AND TAXES: Transportation to and from CATV premises shall be at the Client's risk and expense. Unless requested by the Client, all materials shipped to the Client will be shipped on a collect basis by a carrier specified by the Client. A handling charge will be added to all prepaid shipments. CATV will not accept C.O.D. deliveries addressed to the Client unless arrangements are made for pre-payment to CATV for such anticipated charges. Existing local, state, federal or other government charges for sales, manufacturing, excise and use taxes have been included in CATV's price schedule.

5. QUOTATIONS: All written quotations submitted by CATV shall be valid for sixty (60) days from the date of submission. Oral quotations may be provided for the convenience of the Client, but such oral quotations shall not imply or constitute a binding contract.

Signature of the Client on and return of the quotation to CATV shall constitute a binding contract. At the Client's request should the needs of the project go beyond the specified time limits quoted within the production budget, the Client will be responsible for any and all additional production charges to complete the project. The same applies for quotes of flat rate productions.

6. BREACH: If, for reasons beyond the control of the CATV is unable to provide the Client with facilities as quoted, CATV will endeavor, but not guarantee to, furnish equal facilities at another date at no penalty to the Client. If CATV is unable to furnish such equal facilities, the Client's deposit will be returned within 48 hours of cancellation. If the Client desires to cancel scheduled facilities use, the Client shall inform CATV's agent within 48 hours of scheduled use. If the Client fails to give required notice, the Client's deposit will be forfeited as a breach of contract.

7. WARRANTIES: CATV endeavors to maintain facilities in good operating condition and repair and its premises in a safe condition, but make no warranties with respect to either. All facilities used hereunder shall be used by the Client at the Client's sole risk. CATV shall not be liable or responsible in any way for damages or otherwise to the Client or any of the Client's officers, agents, employees or invitees, for loss or injury of any kind to person or property, whether caused by casualty or by an act of omission, negligent or otherwise of CATV, its officers, agents, licensees or invitees, or by the condition of the facilities or by any failure of the facilities to function properly or by the foregoing. It is understood that CATV shall use its best efforts to coordinate its facilities to the end that the production schedule shall be satisfactory to the Client. However, CATV shall not be under any obligation to establish schedules for facilities which will make it possible for the Client to meet its contractual commitments for delivery of programs or otherwise, and CATV shall have the sole, final and complete control in establishing the schedules for the furnishing of personnel and facilities and the Client shall comply with such schedule.

8. INDEMNIFICATION: The Client shall, at all times, indemnify and hold harmless, the CATV, its officers, directors, employees, agents from and against any and all claims, damages, costs, liabilities and expenses, including reasonable counsel fees and disbursements arising out of, or resulting from any acts or omissions by the Client, its employees, officers, agents, licensees, in connection with the Client's occupancy of CATV's premises and/or uses of the technical facilities personnel and services furnished hereunder, or in any other way by reason of CATV's entering into this agreement with the Client. The Client shall also reimburse CATV for any damage to, or destruction of, any facilities or premises furnished hereunder to the extent that same are damaged or destroyed by the Client or any of its officers, agents, employees, licensees or invitees.

9. INSURANCE: CATV has sufficient insurance to cover all facilities and personnel of the production facility. However, CATV does not carry, and shall not be responsible for insurance coverage of the Client's employees, officers, agents, invitees or property. The Client shall, upon request, furnish CATV with verification of insurance coverage. In addition, Client will, at the request of CATV, provide additional insurance coverage where coverage is not provided for in the CATV policy.

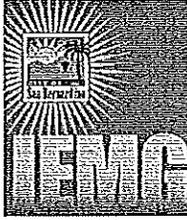
10. CLIENT'S PACKAGE: The Client shall furnish all elements required for the production and recording thereof, except the facilities and special provisions stated in this contract and provided by CATV. All contracts made by the Client for the furnishing of such elements shall be entered into by the Client as principal, and the Client shall not be deemed to be CATV's agent in negotiating or entering into any such contract. Client shall provide staff for production assistant duties, including refreshment services, script writing and other such services related to the production unless prior paid arrangements are made with CATV.

11. CLIENT'S WARRANTIES: Client warrants and represents that:

- A. It is free to enter into and fully perform this agreement.
- B. Client has secured all necessary rights to produce, record, perform, broadcast, use and re-use the production and all material on which it is based or which are included in said production.
- C. Use of the production will not violate any federal, state, or local law or government regulation and will not infringe upon or violate the rights of any person or party.
- D. Content of material to be recorded, edited, or displayed on CATV's facilities or equipment is suitable for cablecast on the air. The suitability of such material shall be the sole judgment of CATV's agent.

12. GENERAL: The Client may not assign this agreement or any of its rights hereunder, nor permit use of the facilities by any other person or party.

This agreement constitutes the entire understanding between City of San Bernardino, CATV and the Client.



IEMG

Inland Empire Media Group

City of San Bernardino
ECONOMIC DEVELOPMENT AGENCY

CONTRACT SERVICES AGREEMENT

May 11, 2010

The City of San Bernardino, Economic Development Agency-Inland Empire Media Group (hereafter shown as "IEMG"), is pleased to provide the Local Agency Formation Commission -- San Bernardino (LAFCO) with Commission Hearing Production Services at a flat fee of \$300 per hearing from the July 1, 2010 through June 30, 2010. IEMG agrees to provide staff for each hearing. The hearing schedule is as follows:

July 21, 2010	September 15, 2010	November 17, 2010
January 19, 2011	March 16, 2011	May 18, 2011

In the event that LAFCO wishes to have additional hearings staffed by IEMG, IEMG guarantees the following rates for a period of one year.

- (1) Production/Technical Operator @ \$300 per hearing
- (2) Additional DVDs requested by LAFCO @ \$15 each

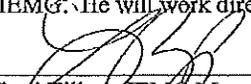
The following table specifies the included and excluded job functions for the provided staff. Excluded job functions are available to LAFCO as needed at an additional cost.

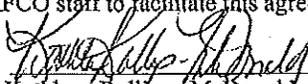
<u>Job Functions:</u>	<u>Excluded functions:</u>
<ul style="list-style-type: none"> • System setup and shutdown • Camera operations • Tape operations • Audio operations • Switcher operations • Character generator operations 	<ul style="list-style-type: none"> • Videotape editing • Equipment maintenance • Videotape duplication • Training

Either LAFCO or IEMG may terminate this contract agreement by submitting 30 days written notice. Either LAFCO or IEMG may cancel production services for a hearing by submitting 21 days written notice. IEMG will invoice LAFCO on a monthly basis for services rendered.

IEMG shall provide LAFCO with two DVDs of each production at no additional cost. IEMG may charge \$15 for each additional DVDs requested by LAFCO.

Klyde Layon, IEMG Broadcast Engineering Coordinator, will act as the contract administrator on behalf of IEMG. He will work directly with the designated LAFCO staff to facilitate this agreement.


 Lori Tillery, IEMG Manager
 City of San Bernardino
 Economic Development Agency

Date: 5/13/10

 Kathleen Rollings-McDonald
 Executive Officer
 Local Agency Formation Commission

**OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF SAN BERNARDINO**

To: Oversight Board Members Date: July 22, 2013
From: Lisa Connor, Project Manager Item No: 5
Subject: Public Comment Session With Respect to the Successor Agency's Other Funds and Accounts Due Diligence Review

RECOMMENDATION: It is recommended that the Oversight Board conduct a public comment session with respect to the Successor Agency's Other Funds and Accounts Due Diligence Review pursuant to California Health and Safety Code § 34179.6 (b).

BACKGROUND: The Redevelopment Agency of the City of San Bernardino was dissolved February 1, 2012. The Oversight Board for the Successor Agency to the Redevelopment Agency of the City of San Bernardino ("Oversight Board") has been established pursuant to Health and Safety Code § 34179 to assist in the wind-down of the dissolved redevelopment agency.

Per Health and Safety Code § 34179.5, the Successor Agency is required to employ a licensed accountant, approved by the County Auditor-Controller, to conduct a due diligence review ("DDR") to determine the unobligated balances, as defined in the Health and Safety Code, that are available for transfer to taxing entities. A separate DDR is required for both the Low- and Moderate-Income Housing Fund ("LMIHF") and the Other Funds and Accounts ("OFA") of the former redevelopment agency. Per Health and Safety Code, once approved by the Oversight Board, the LMIHF and OFA DDRs are to be submitted to the Department of Finance ("DOF"). At least five (5) business days prior to approving a DDR, the Oversight Board must conduct a public comment session with respect to a DDR. The Oversight Board-approved LMIHF DDR was previously submitted to the DOF (per Oversight Board Resolution No. 2012-19 of December 18, 2012).

The attached OFA DDR was prepared by Eadie & Payne, LLP, Certified Public Accountants as a sub-consultant to and under the auspices of Rogers, Anderson, Malody & Scott, LLP, Certified Public Accountants ("Eadie & Payne/RAMS"). These CPA firms were approved by the County Auditor-Controller for this assignment. Due to Eadie & Payne's/RAMS' heavy workload with respect to the preparation of DDRs for several successor agencies and other matters, they were unable to submit their draft of the OFA DDR to Successor Agency staff until July 10, 2013. The OFA DDR indicates that the total amount of assets held by the Successor Agency in its OFA as of June 30, 2012 was \$249,675,473. Once legally restricted, non-liquid and clawed-back assets are subtracted from this amount, the balance is a negative \$3,391,835. Therefore, consistent with the Health and Safety Code, Eadie & Payne/RAMS has determined that the Successor Agency does not have any unobligated liquid assets and therefore is not required to transfer any money to

the County Auditor-Controller for transfer to the taxing entities (see Exhibit 1 of the attached OFA DDR for a summary of these findings).

For your information and pursuant to Health and Safety Code § 34179.6, copies of this staff report and the attached OFA DDR have been submitted to the County Auditor-Controller, County Administrative Officer and the State Department of Finance within the prescribed manner and timeframe. In addition, Successor Agency staff suggests that the Oversight Board consider holding a special meeting on or after July 29, 2013 for the purpose of considering the approval of the OFA DDR.

FISCAL IMPACT: Per the OFA DDR, the Successor Agency does not have any unobligated liquid assets and therefore is not required to transfer any money to the County Auditor-Controller for transfer to the taxing entities.

ATTACHMENT: OFA DDR

**OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF SAN BERNARDINO**

To: Oversight Board Members Date: July 22, 2013
From: Lisa Connor, Project Manager Item No: _____
Subject: Public Comment Session With Respect to the Successor Agency's Other Funds and Accounts Due Diligence Review

RECOMMENDATION: It is recommended that the Oversight Board conduct a public comment session with respect to the Successor Agency's Other Funds and Accounts Due Diligence Review pursuant to California Health and Safety Code § 34179.6 (b).

BACKGROUND: The Redevelopment Agency of the City of San Bernardino was dissolved February 1, 2012. The Oversight Board for the Successor Agency to the Redevelopment Agency of the City of San Bernardino ("Oversight Board") has been established pursuant to Health and Safety Code § 34179 to assist in the wind-down of the dissolved redevelopment agency.

Per Health and Safety Code § 34179.5, the Successor Agency is required to employ a licensed accountant, approved by the County Auditor-Controller, to conduct a due diligence review ("DDR") to determine the unobligated balances, as defined in the Health and Safety Code, that are available for transfer to taxing entities. A separate DDR is required for both the Low- and Moderate-Income Housing Fund ("LMIHF") and the Other Funds and Accounts ("OFA") of the former redevelopment agency. Per Health and Safety Code, once approved by the Oversight Board, the LMIHF and OFA DDRs are to be submitted to the Department of Finance ("DOF"). At least five (5) business days prior to approving a DDR, the Oversight Board must conduct a public comment session with respect to a DDR. The Oversight Board-approved LMIHF DDR was previously submitted to the DOF (per Oversight Board Resolution No. 2012-19 of December 18, 2012).

The attached OFA DDR was prepared by Eadie & Payne, LLP, Certified Public Accountants as a sub-consultant to and under the auspices of Rogers, Anderson, Malody & Scott, LLP, Certified Public Accountants ("Eadie & Payne/RAMS"). These CPA firms were approved by the County Auditor-Controller for this assignment. Due to Eadie & Payne's/RAMS' heavy workload with respect to the preparation of DDRs for several successor agencies and other matters, they were unable to submit their draft of the OFA DDR to Successor Agency staff until July 10, 2013. The OFA DDR indicates that the total amount of assets held by the Successor Agency in its OFA as of June 30, 2012 was \$249,675,473. Once legally restricted, non-liquid and clawed-back assets are subtracted from this amount, the balance is a negative \$3,391,835. Therefore, consistent with the Health and Safety Code, Eadie & Payne/RAMS has determined that the Successor Agency does not have any unobligated liquid assets and therefore is not required to transfer any money to

the County Auditor-Controller for transfer to the taxing entities (see Exhibit 1 of the attached OFA DDR for a summary of these findings).

For your information and pursuant to Health and Safety Code § 34179.6, copies of this staff report and the attached OFA DDR have been submitted to the County Auditor-Controller, County Administrative Officer and the State Department of Finance within the prescribed manner and timeframe. In addition, Successor Agency staff suggests that the Oversight Board consider holding a special meeting on or after July 29, 2013 for the purpose of considering the approval of the OFA DDR.

FISCAL IMPACT: Per the OFA DDR, the Successor Agency does not have any unobligated liquid assets and therefore is not required to transfer any money to the County Auditor-Controller for transfer to the taxing entities.

ATTACHMENT: OFA DDR



DEPARTMENT OF
FINANCE

EDMUND G. BROWN JR. ■ GOVERNOR

915 L STREET ■ SACRAMENTO CA ■ 95814-3706 ■ WWW.DOF.CA.GOV

March 26, 2013

Mr. Allen Parker, City Manager
City of San Bernardino
300 North D Street, 6th Floor
San Bernardino, CA 94218

Dear Mr. Parker:

Subject: Approval of Oversight Board Action

The City of San Bernardino Successor Agency (Agency) notified the California Department of Finance (Finance) of its December 10, 2012 oversight board (OB) resolution on December 20, 2012. Pursuant to Health and Safety Code (HSC) section 34179 (h), Finance has completed its review of the OB action.

Based on our review and application of the law, OB Resolution SBOB/2012-18 which approves the transfer of additional housing assets not originally included in the Housing Asset Transfer form submitted to Finance on August 1, 2012, is approved. The Agency transferred these housing assets to the City of San Bernardino in its capacity as Housing Entity. This is our determination with respect to the OB action taken.

Please direct inquiries to Nichelle Thomas, Supervisor, or Susana Medina Jackson, Lead Analyst at (916) 445-1546.

Sincerely,

STEVE SZALAY
Local Government Consultant

cc: Mr. Mike Trout, Project Manager, City of San Bernardino
Ms. Vanessa Doyle, Auditor Controller Manager, San Bernardino County
California State Controller's Office



April 3, 2013

Mr. Carey Jenkins, Director of Housing and Community Development
City of San Bernardino
201 North E Street, Suite 301
San Bernardino, CA 92401

Dear Mr. Jenkins:

Subject: Approval of Oversight Board Action

The City of San Bernardino Successor Agency (Agency) notified the California Department of Finance (Finance) of its December 28, 2012 oversight board (OB) resolution on January 9, 2013. Pursuant to Health and Safety Code (HSC) section 34179 (h), Finance has completed its review of the OB action.

Based on our review and application of the law, OB Resolution No. SBOB/2012-20 relating to recovering four parcels from the San Bernardino Economic Development Corporation, and transferring easements on certain parts of those properties to the San Bernardino County Flood Control District (SBCFCD), is approved.

The recovery of the properties was directed by the California State Controller's Office (SCO) as the result of its recent audit on the Agency's asset transfers. Pursuant to HSC section 34167.5 and 34178.8, the SCO has the authority to claw back assets that were inappropriately transferred to the city, county, or other public agencies. The transfer of easements to the SBCFCD will provide access and maintenance of flood control facilities.

Please direct inquiries to Nichelle Thomas, Supervisor, or Susana Medina Jackson, Lead Analyst at (916) 445-1546.

Sincerely,

STEVE SZALAY
Local Government Consultant

cc: Ms. Teri Baker, Assistant to the City Manager, City of San Bernardino
Ms. Vanessa Doyle, Auditor-Controller Manager, San Bernardino County



REVISED

May 29, 2013

Mr. Allen Parker, City Manager
City of San Bernardino Successor Agency
300 North D Street
6th Floor
San Bernardino, CA 94218

Dear Mr. Parker:

Subject: Recognized Obligation Payment Schedule

This letter supersedes Finance's Recognized Obligation Payment Schedule (ROPS) letter dated May 12, 2013. Pursuant to Health and Safety Code (HSC) section 34177 (m), the City of San Bernardino Successor Agency (Agency) submitted a Recognized Obligation Payment Schedule (ROPS 13-14A) to the California Department of Finance (Finance) on March 28, 2013, for the period of July through December 2013. Subsequently, the Agency requested a Meet and Confer session on one or more of the items denied by Finance. The Meet and Confer session was held on May 17, 2013.

Based on a review of additional information and documentation provided to Finance during the Meet and Confer process, Finance has completed its review of the specific items being disputed.

- Items 2, 12, and 13 – Payments for Lease Revenue Bonds totaling \$3,442,750. These bonds are secured through lease payments of the City of San Bernardino (City) and/or other third parties. Based on the documentation provided by the Agency, there is no requirement to fund these bond payments through tax increment. Therefore, these line items were determined to be ineligible for Redevelopment Property Tax Trust Fund (RPTTF) funding. However, the Agency is approved to use funding from other funding sources; specifically, the lease payments received by the Agency from the City and/or other third parties.

The Agency did not object to the denial of Item 2; therefore, Item 2 remains denied for RPTTF funding.

Finance does not object to Items 12 and 13 for RPTTF funding during the ROPS 13-14A period. During the Meet and Confer process, the Agency stated that the former RDA and the third parties had separate Standby Loan Agreements for these bonds whereby the former RDA would secure payment of the debt service if lease revenues were insufficient. While the bond documents provided reference the Standby Loan Agreements, the Agency did not provide these agreements for review. However, to ensure sufficient funds are available to meet the debt service payments, Finance will

approve these items for the ROPS 13-14A period and will be reviewing the Standby Loan Agreements during the ROPS 13-14B period to determine if the Agency is, in fact, responsible for securing payment of the debt service if lease revenues are insufficient. The Agency will also have to provide information demonstrating that the third parties are not making the necessary payments.

- Item 24 – San Bernardino Building Tax Sharing Agreement in the amount of \$1,868,505. Finance no longer denies this item. The item was initially denied as the Agency did not provide an executed agreement. During the Meet and Confer process, the Agency provided the executed copy. Therefore, this item is an enforceable obligation and is eligible for RPTTF funding.
- Item 40 – Watson OPA in the amount of \$400,000 for the ROPS 13-14A period. Finance no longer denies this item. The total amount of the agreement is for \$999,203 and the Agency reported actual expenditures of \$780,000 from bond proceeds in the January through June 2012 period. In the January through December 2013 period, the Agency requested \$400,000 in RPTTF funding and Finance did not deny the item. However, during the Meet and Confer process, the Agency provided accounting records showing actual expenditures \$269,139 for all ROPS periods. Therefore, this item is eligible for RPTTF funding.
- Item 44 and 46 – Housing Monitoring Services and Housing Loan totaling \$497,500. Finance continues to deny these items. HSC section 34176 (a) (1) states if a city, county, or city and county elects to retain the authority to perform housing functions previously performed by a RDA, all rights, powers, duties, obligations, and housing assets shall be transferred to the city, county, or city and county. Since the City assumed the housing functions, the obligations associated with these functions are the responsibility of the housing successor. Therefore, these items are not enforceable obligations and are not eligible for RPTTF funding.

In addition, per Finance's ROPS letter dated May 17, 2013, the following items not disputed by the Agency continue to be denied:

- Item Nos. 1 and 5 – Payments for Lease Revenue Bonds totaling \$22,449,808. Based on the documentation provided by the Agency these bonds are secured through lease payments of the City of San Bernardino (City). Additionally, the obligation to make debt service payment on these bonds is that of the City of San Bernardino (City), not the Agency. As a result, these items are not enforceable obligations and not eligible for funding.
- Item No. 21 – Carousel Mall Note in the amount of \$16,586,000; \$336,000 payable from RPTTF, and \$16.25 million payable from Other Funds. According to the documentation provided, the maturity date of the obligation was May 3, 2012. Therefore, this line item is not an enforceable obligation and is not eligible for RPTTF funding or funding from Other Funds.
- Item No. 26 – Woolworth Building Installment Note in the amount of \$506,637. The amendment to the installment note only extended the agreement through January 1, 2013, and does not indicate a continuation of the obligation past that period. Therefore, this line item is not an enforceable obligation and is not eligible for RPTTF funding.

- Item No. 39 – Construction Management Services contract in the amount of \$45,000. HSC section 34163 (b) prohibits a redevelopment agency (RDA) from entering into a contract with any entity after June 27, 2011. It is our understanding that contracts for this line item was awarded after June 27, 2011. Therefore, this line item is not an enforceable obligation and is not eligible for RPTTF funding. Additionally if this was for project management costs, it is unclear for what approved ROPS project this is for.
- Item Nos. 63 through 75, 77, and 79 – Regal Cinema and Theatre Square Project contracts with various third parties totaling \$4,211,001; payable from Other Funds. The former RDA is neither a party to the contract nor responsible for payment of the contract. Additionally, these items were denied as an inclusion to the ROPS for the period January through June 2013, and that decision was later upheld through the Meet and Confer process in our letter dated December 18, 2012. Finance continues to deny these line items as enforceable obligations.
- Item Nos. 76, 78, and 80 – Professional Services contracts totaling \$32,474. The former RDA is neither a party to the contracts nor responsible for the payment of the contracts. Therefore, these line items are not enforceable obligations and are not eligible for RPTTF funding.

The Agency's maximum approved Redevelopment Property Tax Trust Fund (RPTTF) distribution for the reporting period is \$12,219,402 as summarized below:

Approved RPTTF Distribution Amount For the period of July through December 2013	
Total RPTTF funding requested for obligations	\$ 20,645,999
Minus: Six-month total for items denied or reclassified as administrative cost	
Item 1	793,298
Item 2	10,000
Item 5	870,188
Item 21	336,000
Item 26	506,637
Item 39	35,000
Item 44	32,250
Item 46	400,000
Item 78	4,953
Item 80	16,813
Item 83*	71,621
Total approved RPTTF for enforceable obligations	<u>\$ 17,569,239</u>
Plus: Allowable RPTTF distribution for ROPS 13-14A administrative cost	527,077
Minus: ROPS II Prior Period Adjustment	<u>(5,876,914)</u>
Total RPTTF approved for distribution:	\$ 12,219,402

*Reclassified as administrative cost

Pursuant to HSC Section 34186 (a), successor agencies were required to report on the ROPS 13-14A form the estimated obligations and actual payments (prior period adjustments) associated with the July through December 2012 period (ROPS II). Based on our review of the Agency's prior period adjustment reporting, the Agency used distributed RPTTF for non-

approved ROPS items. Pursuant to HSC 34177 (a) (3) only those payments listed in the Recognized Obligation Payment Schedule may be made by the successor agency from the funds specified in the ROPS. Furthermore, pursuant to HSC section 34178 (a), the Agency or oversight board is not allowed to restore funding for an obligation that was denied by Finance. The table below delineates the payments that were not authorized.

ROPS II Expenditures Made without Finance Approval As reported by Agency on Prior Period Payment worksheet	
Form A, Item 14.1	\$ 651,996
Form A, Item 21	\$ 330,000
Form A, Item 86	\$ 711,485
Form A, Item 89	\$ 4,183,433
Total unauthorized payments from RPTTF	\$ 5,876,914

As a result of our review, Finance is hereby adjusting the prior period adjustment as reported on the ROPS 13-14A form to accurately reflect only those payments that were authorized by Finance on the Agency's ROPS II form. To the extent any of the adjusted amounts are related to enforceable obligations, the Agency should list those obligations on a subsequent ROPS for review and approval by Finance. The total prior period adjustment, as calculated by Finance is \$5,876,914.

Finance further notes that it appears the Agency paid unallowable obligations that are subordinated to RDA bond debt service payments in the ROPS II period. According to County Auditor-Controller reports for the ROPS II period, the Agency received sufficient funding to cover all debt service payments for that period. As such, the Agency should not have used bond reserves in order to make debt service payments. Specifically, the Agency was distributed \$11,165,764 during the ROPS II period and approved enforceable obligations by Finance totaled \$12,857,031. Of the approved enforceable obligation amount, debt service only totaled \$9,930,335. This was \$1,235,429 less than what was actually distributed to the Agency. Pursuant to HSC 34183 (a) (2) (A) the Agency was required to make bond payments the first priority for payment from distributed RPTTF.

Finally, Finance notes that the Agency's available RPTTF for the ROPS 13-14A period, as calculated by the County Auditor-Controller is estimated to be \$12,110,904. The Agency is approved to receive \$12,219,402 in RPTTF. Based on this information, the Agency will be short \$108,498 during the upcoming period. Nevertheless, when including the funding that is available from the prior period adjustment, sufficient funding is available to pay all bond debt service obligations of the Agency, including replenishing the unnecessary draw down of the Agency's bond reserves. Finance reiterates that upon distribution of the RPTTF the Agency is required to follow the priority of payments as outlined in the statutes.

Please refer to the ROPS 13-14A schedule that was used to calculate the approved RPTTF amount:

[http://www.dof.ca.gov/redevelopment/ROPS/ROPS 13-14A Forms by Successor Agency/](http://www.dof.ca.gov/redevelopment/ROPS/ROPS%2013-14A%20Forms%20by%20Successor%20Agency/).

This is Finance's final determination related to the enforceable obligations reported on your ROPS for July 1 through December 31, 2013. Finance's determination is effective for this time period only and should not be conclusively relied upon for future periods. All items listed on a future ROPS are subject to a subsequent review and may be denied even if it was or was not denied on this ROPS or a preceding ROPS. The only exception is for those items that have

Mr. Allen Parker
May 29, 2013
Page 5

received a Final and Conclusive determination from Finance pursuant to HSC 34177.5 (i). Finance's review of items that have received a Final and Conclusive determination is limited to confirming the scheduled payments as required by the obligation.

The amount available from the RPTTF is the same as the amount of property tax increment that was available prior to enactment of ABx1 26 and AB 1484. This amount is not and never was an unlimited funding source. Therefore, as a practical matter, the ability to fund the items on the ROPS with property tax is limited to the amount of funding available to the successor agency in the RPTTF.

To the extent proceeds from bonds issued after December 31, 2010, exist and are not encumbered by an enforceable obligation pursuant to 34171 (d), HSC section 34191.4 (c)(2)(B) requires these proceeds be used to defease the bonds or to purchase those same outstanding bonds on the open market for cancellation.

Please direct inquiries to Evelyn Suess, Dispute Resolution Supervisor, or Mary Halterman, Analyst, at (916) 445-1546.

Sincerely,



STEVE SZALAY
Local Government Consultant

cc: Mr. Mike Trout, Project Manager
Ms. Vanessa Doyle, Auditor Controller Manager, County of San Bernardino
California State Controller's Office