



CITY COUNCIL AGENDA REPORT



DEPARTMENT: City Manager's Office

MEETING DATE: March 18, 2025

STAFF REFERENCE: Dylan Feik, City Manager

AGENDA LOCATION: AR-1

GOVERNMENT CODE SECTION 84308 APPLIES: Yes

TITLE: Multi-Year Lease and Operating Agreement with Community Media of the Foothills for the Period Ending June 30, 2028, in a Total Amount Not to Exceed \$785,000 Plus CPI Increases, and an Annual Contingency Amount of \$5,200.00, for a Total Contingency Amount Not to Exceed \$18,200.00 for Additional Event Programming

OBJECTIVE: To approve a multi-year agreement with Community Media of the Foothills (CMF) for the provision of local community media services through June 30, 2028, including the live broadcast of City Council Meetings, City Planning Commission Meetings, and filming of City special events.

BACKGROUND: The City's relationship with CMF dates back to February 1996, when a partnership with the non-profit group was formed to provide local public, education, and government access ("PEG") cable channel programming. Since then, CMF has continued to provide and operate the PEG access cable channel, which is consistent with Ordinance No. 96-01. Additionally, as part of that partnership, the City also leased a portion of the Mary Wilcox Youth Center to CMF for use as a filming studio at the rate of \$5.00 annually.

CMF has provided the City with a variety of services for the community, including, but not limited to:

- Telecasts of regular and special City Council and Planning Commission meetings;
- Over 100 hours of local original programming;
- Coverage of community events and celebrations such as Monrovia Days and State of the City;
- Access to use of media equipment and studio space; and
- Quarterly training for the public on video production techniques and technical advice in the execution of productions.

Over the past year, the City has been working with CMF to negotiate terms of a proposed new Agreement, including the addition of an annual performance-based payment, as well as a one-time grant to review and update CMF's bylaws, policies, and procedures. The City has not increased the annual contract amount for the Lease and Operating Agreement since Fiscal Year 2018-19. The proposed Agreement During negotiations for a new agreement, CMF requested the City increase the base contract amount from \$190,000 annually to \$210,000. The City would also include annual CPI adjustments with a maximum of a 3% annual increase in Fiscal Years 2026-2027 and 2027-2028.

ANALYSIS: It is proposed the City Council review and consider a new multi-year agreement with an updated scope of services to include:

- Two (2) training seminars per year focusing on techniques of video production and technical advice in the execution of productions for the general public.
- Continue to telecast up to 24 City Council meetings and up to 12 Planning Commission Meetings
- Several recorded City Special City Events in addition to regular meeting coverage. The events to be covered are as follows::

- State of the City
- Spring Egg Hunt
- Monrovia Days Events: Thursday Parade, Community Festival, and Pie Eating Contest (3-day event).
- Community Prayer Breakfast
- Fourth of July Fireworks Spectacular
- Halloween Spooktacular / Costume Contest
- Monrovia Thankful and Grateful Holiday Gathering & Tree Lighting Event
- Monrovia Holiday Parade
- Make a Difference Day
- Veterans Day Event
- Two (2) Monrovia Area Partnership Events (as identified by the City)
- Monrovia Election Coverage and Candidate Interviews (as-needed)
- Five (5) additional requests as determined by the City
- Five (5) promotional videos to highlight activities such as job fairs, park dedications, Farmers Market activities, etc.

The City may also request that CMF record and produce videos for public service announcements on rare occasions from time to time, which will be billed at a rate provided by CMF under “Additional Services.” These additional requests will be capped at \$5,200 annually and at the City’s request. All contractual requests for recording, filming, or producing pursuant to the terms of the Agreement must be requested through the City Manager’s Office (as the City Manager’s Office is the department responsible for management and oversight of the Agreement).

As part of this revised agreement, there are two additional provisions related to compensation. First, the City will implement a \$10,000 annual performance-based payment for Fiscal Years 2025-2028 if CMF achieves their goal to diversify their operating revenue by increasing non-City revenue sources from 22% to 28% of their annual revenue. For many years, the City has urged CMF to increase their share of non-City revenues to build a stronger financial standing as a sustainable community non-profit. Additionally, in this Agreement, the City proposes to reimburse CMF up to \$20,000 for authorized expenses incurred during a legal/compliance review to update CMF bylaws, policies, and procedures. This work is required to be completed no later than June 30, 2026 and will be coordinated through the City Manager’s Office.

ENVIRONMENTAL IMPACT: There is no environmental impact associated with this action.

FISCAL IMPACT: Funding for the costs associated with the Agreement comes from General Fund contributions, including pass-through revenues received from restricted franchise fees, PEG fees, and subscriber fees paid to the City by Time Warner Cable and AT&T.

The proposed agreement outlines a payment schedule to CMF in the annual amounts of \$105,000 from the effective date of this Agreement through June 30, 2025, \$210,000 in Fiscal Year 2025-26, \$210,000 plus a possible CPI increase for Fiscal Years 2026-2028. Additionally, the City will grant up to \$10,000, annually, for performance-based payments in Fiscal Years 2025-2028, and a one-time \$20,000 grant for legal review reimbursements. An annual contingency of \$5,200 is also proposed for any additional production requests beyond the agreed-upon event list. The amount related to Fiscal Year 2024-25 has been included in the Fiscal Year 2024-25 Non-Departmental Operating Budget. Future year amounts will be requested through the annual budget approval process.

OPTIONS: The following options are presented for consideration:

1. Approve the Multi-Year Lease and Operating Agreement with Community Media of the Foothills for the period ending June 30, 2028, in a total amount not to exceed \$785,000 plus CPI increases, and an annual contingency amount of \$5,200.00, for a total contingency amount not to exceed \$18,200.00 for additional event programming.
2. Request additional information or provide direction to staff before taking action.

RECOMMENDATION: Pleasure of the City Council.

COUNCIL ACTION REQUIRED: If the City Council chooses Option 1, the appropriate action would be a motion to approve the Multi-Year Lease and Operating Agreement with Community Media of the Foothills for the period ending June 30, 2028, in a total amount not to exceed \$785,000 plus CPI increases, and an annual contingency amount of \$5,200.00 for a total contingency in an amount not to exceed \$18,200.00 for additional event programming and authorize the City Manager to execute the necessary documents in a form approved by the City Attorney.

**LEASE AND OPERATING AGREEMENT
BY AND BETWEEN THE CITY OF MONROVIA AND
COMMUNITY MEDIA OF THE FOOTHILLS**

This Lease and Operating Agreement between the **CITY OF MONROVIA** ("City") and the **COMMUNITY MEDIA OF THE FOOTHILLS** ("CMF") dated March 18, 2025 ("Lease"), is hereby entered into to be effective January 1, 2025. City and CMF are referred to collectively herein as "the Parties" or individually as a "Party."

RECITALS

WHEREAS, the City and CMF are parties to the Lease, wherein the parties have agreed to operational items so that CMF may serve as the nonprofit access management entity to provide public, educational, and government ("PEG") access programming services and programming to the residents of the City; and

WHEREAS, the Monrovia Municipal Code provides that City will designate a nonprofit organization to serve as the access management entity to provide public, educational, and government (PEG) access programming services and programming to the residents of the City; and

WHEREAS, the City also leases to CMF approximately 1,900 square feet of space at the Mary Wilcox Youth Center for the purpose of video production, video airing, and other associated activities;

WHEREAS, CMF has provided PEG access management services to the City since February 1996, and desires to continue serving the public by providing public, educational, and government access programming and services;

WHEREAS, the City has identified CMF as the nonprofit access entity designated by City;

WHEREAS, the City has determined that it will provide support for public, educational, and government access through the dedication of its franchise fees to said purposes as set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. Lease of Property: City hereby leases to CMF 1,900 square feet of space at that real property commonly known as the Mary Wilcox Youth Center at Recreation Park, located at 847 East Olive Avenue, Monrovia, California ("Property"), and CMF hereby leases the Property from City for the terms and conditions stated in this Lease.

The parties acknowledge that CMF is already in possession of the Property. CMF accepts the Property in its condition as of the date of the execution hereof. CMF acknowledges that neither the City nor any agent of the City has made any representation or warranty as to the condition of the Property or the suitability of the Property for CMF's purposes. CMF assumes all risk and responsibility for the Property's compliance with all applicable laws and regulations, including but not limited to statutes, ordinances, rules, regulations, orders and to recorded covenants, conditions and restrictions.

2. Term: The term ("Term") of this Lease shall commence retroactively from January 1, 2025 ("Effective Date") through June 30, 2028, unless terminated earlier as provided for in Section 11 of this Lease. This Lease may be extended, by mutual agreement of City and CMF, in writing, for two additional one (1) year periods.

3. Rent:

3.1. Annual Rent: CMF agrees to pay City rent for the use and occupancy of the Property of Five Dollars and No/Cents (\$5.00) per year, payable on the day this Lease is executed and annually thereafter at the address noted in Section 12.2 of this Lease or such other address as is established pursuant to that Section.

4. Use:

4.1. Permitted Use: The Property shall be used and occupied pursuant to the Scope of Services Provided, as identified in Section 4.3 of this Lease. The Property may be used for no other purpose or purposes. Any proposed use which is not included or is contrary to any provision of the Plan of Operation and the Plan of Occupancy shall be submitted to the City Council of the City for its approval; and the Property shall not be used for the proposed use unless and until the proposed use is approved by the City Council.

4.2. Operation of the Property:

4.2.1. CMF shall not use nor permit the use of the Property in any matter that will create waste, create a nuisance or tend to disturb nearby and adjoining tenants and/or property owners.

4.2.2. CMF's operations on the Property shall be conducted solely inside the building.

4.2.3. CMF's breach of any other agreement between CMF and City shall also constitute a breach of this Lease.

4.3. Scope of Services Provided: The Scope of Services to be provided by CMF for the City is identified in the Scope of Services Plan, attached hereto as Exhibit A, and incorporated herein by this reference.

4.4 Improvements.

(a) In addition to provisions outlined in Section 5.5, CMF shall not make any modifications to the Property without the prior written approval of the City Manager.

(b) If the City allows CMF to make any tenant improvements, all such improvements must be constructed in accordance with all applicable building and safety laws. Additionally, CMF agrees to obtain all building and other applicable permits for any tenant improvements (approved in advance and in writing by the City) to be constructed on the Property.

4.5 Fire Safety. CMF agrees to operate the facility at the Property in full compliance with all applicable fire codes as established by the Monrovia & Rescue Fire Department, including, but not limited to, any permits for approved occupancy limits at the Property.

5. Maintenance, Repairs and Alternations:

5.1. Tenant's Obligations: Throughout the Term, CMF at CMF's expense, shall keep and maintain in good order, condition and repair the 1,900 square feet of space at that real property commonly known as the Mary Wilcox Youth Center at Recreation Park. CMF's obligation shall include equipment within the Property, fixtures, walls (interior), interior floors, and interior doors located within the Property;

5.2. City's Right to Cure: If CMF fails to perform CMF's obligations under Section 5.1, City may at its option (but shall not be required to) enter upon the Property after five (5) days' prior written notice to CMF, and put the same in good order, condition and repair and the cost thereof shall become due and payable as additional rent to City immediately upon demand.

5.3. Surrender: On the last day of the Term, or upon any earlier termination, CMF shall surrender the Property to City in the same condition as when received, broom clean, ordinary wear and tear excepted. CMF shall repair any damage to the Property occasioned by the removal of CMF's trade fixtures, furnishings and equipment, which repair shall include the patching and filling of holes and repair of structural damage. Unless City requires their removal, all alterations, improvements, additions and utility installations which may be on the Property shall become the property of City and remain upon and be surrendered with the Property at the expiration of the Term.

5.4 Alterations and Additions:

5.4.1. CMF shall not, without City's prior written consent, make any alterations, improvements, additions, or utility installations in, on or about the Property. The term "utility installation" shall mean bus ducting, power panels, wiring, fluorescent fixtures, space heaters, conduits, air conditioning equipment and plumbing. City may require that CMF remove any or all of said alterations,

improvements, additions or utility installations at the expiration of the Term, and restore the Property to its prior condition. As a condition to its consent to any improvements or alterations, City may require CMF to provide City, at CMF's sole cost and expense, a lien and completion bond in an amount equal to one and one-half times the estimated cost of such improvements or alterations, to ensure City against any Liability for mechanic's and materialman's liens and to ensure completion of the work. Should CMF make any alterations, improvements, additions or utility installations without the prior approval of City, City may require that CMF remove any or all of the same.

5.4.2. Any alterations, improvements, additions or utility installations in or about the Property that CMF shall desire to make, and which require the consent of the City, shall be presented to City in written form, with proposed detailed plans and specifications. Said alterations, improvements, additions or utility installations must conform to all applicable rules and regulations of the Uniform Building Code as adopted by the City, other provisions of the Monrovia Municipal Code, and the Uniform Fire Code as adopted by the City. If City shall give its consent that consent shall be deemed conditioned upon CMF obtaining permits to do so from appropriate governmental agencies, the furnishing of copies thereof to City prior to the commencement of the work and the compliance by CMF of all conditions of said permits in a prompt and expeditious manner.

6. Inspection by the City: CMF shall permit the City and the City's agents, representatives and employees, to enter the Property at all reasonable times for the purpose of inspecting the Property.

7. Indemnity: Insurance:

7.1. Exculpation of City: City shall not be liable to CMF for any damage to CMF or CMF's property from any cause. CMF waives all claims against City for damage to persons or property arising for any reason other than the intentional torts or gross negligence of City or its authorized representatives. CMF, as a material part of the consideration to City, hereby assumes all risk of damage to property or injury to persons, in, upon or about the Property arising from any cause and CMF hereby waives all claims in respect thereof against City.

7.2. Indemnity: CMF shall indemnify and hold harmless City and its officers, agents and employees from and against any and all claims arising from CMF's use of the Property, or from the conduct of CMF's business or from any activity, work or things done, permitted or suffered by CMF in or about the Property or elsewhere and shall further indemnify and hold harmless City and its officers, agents and employees from and against any and all claims arising from any breach or default in the performance of any obligation on CMF's part to be performed under the terms of this Lease, or arising from any negligence of the CMF, or any of CMF's agents, contractors, or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any

such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against City or its officers, agents, or employees by reason of any such claim, CMF upon notice from City shall defend the same at CMF's expense by counsel satisfactory to City.

7.3. Liability Insurance: CMF shall, at CMF's expense, obtain and keep in force during the term of this Lease the policies of insurance listed below for its obligations hereunder.

7.3.1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- 7.3.1.1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 20 10 07 04).
- 7.3.1.2. Insurance Services Office form number CA 0001 (01/87) covering Automobile Liability, code 1 (any auto) for vehicles owned and/or operated by CMF.
- 7.3.1.3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- 7.3.1.4. Errors and Omissions liability insurance appropriate to CMF's profession.

7.3.2. Minimum Limits of Insurance. CMF shall maintain limits no less than the following:

- 7.3.2.1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 7.3.2.2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- 7.3.2.3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- 7.3.2.4. Errors and Omissions Liability: \$1,000,000 per occurrence.

7.3.3. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII.

7.4. Verification of Coverage. CMF shall furnish City with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements should be on forms provided by City. If the endorsements are provided on other than City's forms, such endorsements shall be in a form acceptable to City Manager and shall conform to City requirements set forth in this Section. All certificates and endorsements are to be received and approved by City before work commences. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

7.5. Equipment Insurance. Insurance shall be maintained on all equipment and facilities, including fixtures, funded in whole or in part under this Agreement at replacement cost. The insurance shall include, at a minimum, coverage against loss or damage beyond the user's control, theft, fire or natural catastrophe. City shall be shown as lien holder on all policies.

7.6 Cable Caster's Errors and Omission Insurance. Insurance shall be maintained to cover the content of productions which are cablecast on the access channel in, at minimum, the following areas: libel and slander; copyright or trademark infringement; infliction of emotional distress, invasion of privacy; plagiarism; misuse of musical or literary materials. This policy shall not be required to cover individual access producers.

7.7. Fire Insurance on Building and Other Improvements. CMF at its cost shall maintain on the building and other improvements that are a part of the Property a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, to the extent of at least full replacement value. The insurance policy shall be issued in the names of City and CMF, as their interests appear.

8. Damage or Destruction:

8.1. Partial Damage. If at any time during the Term the building and other improvements that are a part of the Property are partially destroyed, CMF shall at CMF's expense repair such damage. This Lease shall continue in full force and effect.

8.2. Total Destruction. If at any time during the Term the building and other improvements that are a part of the Property are totally destroyed from any cause, this Lease shall automatically terminate as of the date of such total destruction.

9. Utilities: CMF shall pay for all water, gas, heat, light, power, telephone and other utilities and services supplied to the Property, together with any taxes thereon.

10. Assignment, Subletting and Encumbering: CMF acknowledges that City is entering into this Lease based on the unique characteristics of CMF. Consequently, CMF shall not voluntarily assign or encumber its interest in this Lease or in the Property, or sublease all or any part of the Property, or allow any other person or entity to occupy or use on a continuous basis all or any part of the Property. Any purported assignment, transfer,

mortgage, encumbrance or subletting shall be void and without effect, and shall constitute a breach of this Lease.

11. Default: Remedies; Termination:

11.1. Default. The occurrence of any of the following shall constitute a default by CMF:

- 11.1.1. Failure to pay rent or any other payment required to be made by CMF hereunder as and when due and such failure continues for three (3) days after notice from City to CMF.
- 11.1.2. Abandonment or surrender of the Property or the leasehold estate by CMF.
- 11.1.3. Failure to perform any other covenant or provision of this Lease, if the failure to perform is not cured within fifteen (15) business days after written notice. If the failure to perform cannot reasonably be cured within fifteen (15) business days, CMF shall not be in default of this Lease if CMF commences to cure the failure to perform within the fifteen (15) business-day period and thereafter diligently and in good faith prosecutes the cure to completion.

11.2. Cumulative Nature of Remedies. If any default by CMF shall continue uncured for the period applicable to the default under Section 11.1, City shall have the remedies described in this Section 11.2 in addition to all other rights and remedies provided by law or equity, to which City may resort cumulatively or in the alternative.

- 11.2.1. Re-entry without Termination. City may at City's election reenter the Property without terminating this Lease. City shall be entitled to all rents from the use, operation, or occupancy of the Property. CMF shall nevertheless pay to City on the dates specified in this Lease the equivalent of all sums required of CMF under this Lease, plus City's expenses, less the proceeds of any reletting or attornment.
- 11.2.2. Termination. City may terminate this Lease at any time, at will, for any reason or no reason, after giving written notice to CMF at least sixty (60) calendar days before the termination is to be effective. CMF may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least sixty (60) calendar days before the termination is to be effective. Upon termination, payments from the City to CMF hereunder shall be adjusted on a pro rata basis to the date of termination.
- 11.2.3. City's Right to Cure CMF's Default. At any time after CMF fails

to perform any covenant or provision of this Lease, City may, but is not obligated to, cure such failure at CMF's cost. If City at any time, by reason of such failure by CMF, pays any sum or does any act, the sum paid by City plus the reasonable cost of performing such act shall be due as additional rent immediately at the time the sum is paid or the act performed. No such payment or act shall constitute a waiver of default or of any remedy for default or render City liable for any loss or damage resulting from any such act.

11.2.4. City's Default. City shall not be deemed to be in default in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligation within thirty (30) days after written notice by CMF to City specifying wherein City has failed to perform such obligation; provided, however, that if the nature of City's obligation is such that more than thirty (30) days are required for its performance then City shall not be deemed to be in default if it shall commence such performance within such thirty (30) day period and thereafter diligently and in good faith prosecute the cure to completion.

12. Miscellaneous:

12.1. Time of Essence. Time is of the essence with respect to every provision of this Lease in which time is a factor.

12.2 Notices. All notices and demands which may or are required or permitted to be given hereunder by either party to the other shall be in writing. All notices and demands shall be sent by United States mail, postage prepaid, by personal delivery or by certified mail, return receipt requested, addressed to the following, or such other place(s) as City or CMF may designate in writing:

City: City Clerk
City of Monrovia
415 South Ivy Avenue
Monrovia, CA 91016

CMF: Executive Director
Community Media of the Foothills
P.O. Box 227
Monrovia, CA 91016

12.3. Waivers. No waiver by City of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by CMF of the same or any other provision. City's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by CMF. The acceptance of rent hereunder by City shall not be a waiver of any preceding breach

by CMF of any provision hereof, other than the failure of CMF to pay the particular rent so accepted, regardless of City's knowledge of such preceding breach at the time of acceptance of such rent.

12.4 Recording. This Lease shall not be recorded.

12.5 Covenants and Conditions. Each provision of this Lease performable by CMF shall be deemed both a covenant and a condition.

12.6 Attorney's Fees. If either party named herein brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to its reasonable attorneys' fees to be paid by the losing party as fixed by the court.

12.7 Severability. Any provision of this Lease which shall be determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

12.8. Corporate Authority. Each individual executing this Lease on behalf of CMF represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the Bylaws of said corporation, and that this Lease is binding upon said corporation in accordance with its terms. CMF shall, concurrently with execution of this Lease, deliver to City a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Lease.

12.9. Building Rules and Regulations. CMF agrees that it will abide by, keep and observe all reasonable rules and regulations which City may make from time to time for the management, safety, care, and cleanliness of the interior of the facility located at 847 East Olive Avenue, the parking of vehicles and the preservation of good order therein as well as for the convenience of adjacent and neighboring landowners. The violations of any such rules and regulations shall be deemed a material breach of this Lease by CMF.

12.10. Entire Agreement: Amendments. This Lease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or supplemented except by an agreement in writing signed by the parties hereto.

12.11. Governmental Approvals. Neither City's execution of this Lease nor any consent or approval given by City hereunder in its capacity as landlord shall waive, abridge impair or otherwise affect City's powers and duties as a governmental body. Any requirements under this Lease that CMF obtain consents or approvals of City are in addition to and not in lieu of any requirements of Law that CMF obtain approvals or permits.

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IN WITNESS WHEREOF, the parties hereto have entered into this Agreement to be effective as of March 18, 2025.

CITY:

City of Monrovia,
a California municipal corporation

CMF:

Community Media of the Foothills,
a California nonprofit corporation

By: _____
Name: Dylan Feik
Title: City Manager

By: _____
Name: David Palomares
Title: Executive Director

ATTEST:

By: _____
Name: Alice D. Atkins, MMC
Title: City Clerk

APPROVED AS TO FORM:

By: _____
Name: Craig A. Steele
Title: City Attorney

DRAFT

EXHIBIT A
SCOPE OF SERVICES PLAN

Section 1. Scope of Services. In exchange for the funding provided by City to CMF, pursuant to this Lease, CMF shall provide the following services:

- A. Operate Public, Educational and Government Access Cable Channels. Operate the public, educational, government access cable channel for public/community access programming purposes in a manner which is consistent with the principles set forth in Monrovia Ordinance No. 96-01, with the primary purpose being to administer, coordinate, and assist government access, education access, and non-discriminatory public access.
- B. Operate a Community Access Studio. Manage a video production facility at the Property, with equipment that shall be available for public use at such hours and times as are determined by CMF with the concurrence of the City, whose consent shall not be unreasonably withheld.
- C. Provide Equal Access. Provide access to the use of the equipment, Community Access Studio, channels, and services provided hereunder at the Property on a non-discriminatory basis to all members of the community for non-commercial programming purposes, whether individuals, groups, businesses, or organizations, on a first-come, first-serve non-discriminatory basis, pursuant to operating rules promulgated by CMF and consistent with the principles set forth in City of Monrovia Ordinance No. 96-01.
- D. Maintain Operating Policies and Procedures. Develop and maintain reasonable policies, procedures and guidelines for the use and operation of equipment, the Community Access Studio, and channel(s), and make such policies, procedures and guidelines available to the public upon request.
- E. Compliance With Laws, Rules and Regulations. Administer the public, educational, and government access channel(s) and facilities in compliance with applicable laws, rules, regulations, the Monrovia Cable Franchise Ordinance, and CMF's Bylaws.
- F. Training. Provide at least two (2) training seminars per year, which will be coordinated to take place annually that will be open and available to the general public. Each training seminar should focus on the techniques of video production, and provide technical advice in the execution of productions.
- G. Playback / Cablecast. Provide for the playback / cablecasting of programs on PEG access channel(s). CMF shall cablecast an average of twenty (20) hours of programming of local origination per week.

- H. Telecast of City Council and Planning Commission Meetings. Provide staff to telecast two (2) City Council meetings and one (1) Planning Commission meeting per month. CMF shall archive all past City Council and Planning Commission meetings online in a viewer friendly format. In addition, CMF shall provide a live online broadcast of every City of Monrovia City Council and Planning Commission meetings.

CMF will not telecast Special Meetings, Study Sessions or other Board/Commission meetings unless covered under Exhibit B “Cost of Additional Services”

- I. Record and Produce City Special Events. Provide camera operators and production services for the following City events:

- State of the City
- Spring Egg Hunt
- Monrovia Days Event –
 - Thursday Parade
 - Community Festival + Pie Eating Contest – 3 day event
- Community Prayer Breakfast
- Fourth of July Fireworks Spectacular
- Halloween Spooktacular / Costume Contest
- Monrovia Thankful and Grateful Holiday Gathering & Tree Lighting Event
- Monrovia Holiday Parade
- Make a Difference Day
- Veteran’s Day Event
- Two (2) Monrovia Area Partnership Events (as identified by the City)
- Monrovia Election Coverage and Candidate Interviews (as needed)
- Five (5) additional event requests as determined by the City
- Five (5) promotional videos to highlight activities such as job fairs, park dedications, Farmers Market activities, etc.

In addition, the City may request CMF record and produce videos for public service announcements or rare occasions from time-to-time. Parties should work collaboratively for any additional video recording and production services outside of the scope listed above and determine if additional services should be billed at an hourly rate described in Exhibit B.

All special events that are recorded and produced shall be aired on the PEG access channel(s).

- J. Special Needs Groups. To the extent that it is possible without incurring substantial expense, support special needs groups, including but not limited to the hearing impaired, in program production through training and other means.
- K. Promotion. On at least two (2) occasions each year, promote the services and activities provided by CMF to the broader Monrovia community through the development, production, and distribution of promotional marketing materials.

City shall provide CMF access to promotional distribution channels, such as a water bill insert or the Monrovia Today publication, at no cost to the CMF.

- L. Programming Guide. CMF shall make available to the public online a Programming Guide for PEG access channel(s) programming.
- M. Complaint Management. CMF shall develop and implement a method of documenting and responding to complaints regarding CMF's operations, programming, and any other issues relating to public, educational and government access. Complaint documentation, if any, should be presented to the City on a quarterly basis, and CMF should be prepared to present to the City Council a report regarding any such complaint documentation upon request of the City Manager.

Section 2. Channels Open to Public. CMF agrees to keep the access channel(s) open to all potential users in the manner prescribed by FCC regulations, the Act, and other laws. City shall not have the authority to control the content of programming placed on the public access channel(s), nor shall City take any steps designed to control the content of such programming. Nothing herein shall prevent City from producing or sponsoring programming, underwriting programming, or engaging in activities designed to promote production of certain types of programming or use by targeted groups as consistent with applicable laws and rules for use of channels. Subject to review by City, CMF may promulgate and enforce policies and procedures that are designed to promote local use of the channel(s) and make the programming accessible to the viewing public in a manner consistent with applicable laws.

Section 3. Copyright Clearance. Before cablecasting video transmissions, CMF shall require all users to agree in writing that they have made all legally necessary and appropriate arrangements to obtain all rights to all material cablecast and clearances from broadcast stations, networks, sponsors, music licensing organizations representatives, and without limitation from the foregoing, any and all other persons as may be necessary to transmit its or their program material over CMF authorized channels. CMF shall maintain for the applicable statute of limitations for City's inspection, upon reasonable notice by City, copies of all such user agreements. CMF may conclusively rely upon such user agreement and is under no obligation to investigate or verify any of the information contained therein.

Section 4. Distribution Rights.

- A. CMF may require that programs produced using CMF equipment, Community Access Studio, or CMF staff be cablecast at least once on channels operated by CMF in Monrovia.
- B. At least at the beginning and the end of each day that video programming is cablecast on the channel(s) whose use is authorized by this Lease, CMF shall display a credit stating "Funding for the operation of this channel is provided in part by the City of Monrovia." Such credit shall also state that opinions

expressed in programming on the channel(s) are the sole responsibility of the program producers.

Section 5. Equipment and Facilities.

CMF shall be responsible for maintenance of all equipment and facilities owned and leased to it under this Lease or purchased with funds provided pursuant to this Lease. A complete inventory of equipment purchased with such funds will be provided to the City of Monrovia no later than June 30th of each fiscal year for the term of this Agreement. The inventory will be kept and maintained by CMF, and made available to the City upon request.

- A. CMF shall own all equipment and facilities acquired by it and purchased with funds received pursuant to this Lease, except that upon termination or non-renewal of this Lease, CMF shall be required to meet and confer with the City to negotiate a Side Letter of Agreement which will outline the specific equipment that will remain in the facility after CMF transitions out of the Property. In the event that a Side Letter of Agreement cannot be successfully negotiated, any equipment purchased, either fully or partially, with funds received pursuant to this Lease, shall subsequently be transferred to a non-profit entity designated by the City.

Section 6. Non-discrimination in Employment and Service. CMF shall not discriminate against any person, employee, or applicant for employment or independent contractor or volunteer or producer in accordance with California and Federal law on the basis of race, color, national origin, religion or creed, gender (including pregnancy, childbirth, and related medical conditions), physical or mental disability, age, marital status, sexual orientation or identity (including cisgender, lesbian, gay, bi-sexual, transsexual, intersexual), AIDS/HIV status, medical condition, political activities or affiliations, military or veteran status, citizenship status, status as a victim of domestic violence, assault or stalking, or genetic information. Nor shall CMF discriminate in the delivery of service upon any such basis.

Section 7. Independent Contractor. It is understood and agreed that CMF is an independent contractor and that no relationship of principal / agent or employer / employee exists between City and CMF. If in the performance of this Agreement any third-party persons are employed by CMF, such persons shall be entirely and exclusively under the control, direction - and supervision of CMF. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment shall be determined by CMF and City shall have no right or authority over such persons or terms of employment.

Section 8. Membership and Board Development. CMF shall have adopted a policy for the training of all Board Members on the Bylaws, policies and procedures, and meeting management adopted by CMF. Furthermore, CMF shall ensure that anytime a Board vacancy occurs and / or a new Member joins the Board, adequate training will be provided. Board Members shall follow the Bylaws and policies and procedures adopted by CMF.

Section 9. Assignment and Subletting. Neither this Agreement nor any interest herein shall be assigned or transferred by CMF except as expressly authorized in writing by City.

Section 10. Annual Report. Prior to September 1st of each year, CMF shall submit to City an annual report for the preceding fiscal year (July 1 - June 30). This report shall contain, at a minimum, the following information:

- A. Statistics on programming and services provided;
- B. Current and complete listing of the names of CMF's Board of Directors and their terms;
- C. Year-end financial statements reviewed by an independent certified public accountant;
- D. A log containing downtime for live broadcasts of City Council and Planning Commission meetings;
- E. Statement of compliance with the program requirements listed in Section 1 of this Agreement;
- F. Copies of any revised versions of the Bylaws and policies and procedures.

Section 11. Records. Fiscal Review

- A. CMF shall maintain all necessary books and records, in accordance with generally accepted accounting principles, for a period of not less than three (3) years following the expiration of this Lease or such longer period as provided by law.
- B. Upon reasonable request from City, CMF shall, at any time during normal business hours, make available all of its records with respect to all matters covered by this Agreement.
- C. CMF shall annually prepare or have prepared and submit to City a fiscal review by a certified public accountant.

Section 12. Compensation For Services Rendered.

- A. Compensation. As full compensation for CMF's services provided under this Lease, the City agrees to compensate CMF over the term of this contract as follows:

- 1. Effective Date of this Agreement through June 30, 2025: - \$105,000 /year
- 2. Fiscal Year 2025-26: \$210,000 /year

3. Fiscal Year 2026-27: \$210,000 / year plus Consumer Price Index (CPI) (Los Angeles-Long Beach-Anaheim, CA) escalator as determined between May 2025 and May 2026. CPI shall not exceed 3%.

4. Fiscal Year 2027-28: Fiscal Year 2026-27 Contract Amount, plus a Consumer Price Index (CPI) (Los Angeles-Long Beach-Anaheim, CA) escalator as determined between May 2026 and May 2027. CPI shall not exceed 3%.

5. All payments for Compensation for Services Rendered from City to CMF shall be made on a monthly pro rata basis.

B. Performance-Based Payment. City desires CMF to diversify its operating revenue to include non-City revenue sources. Currently, City provides approximately 78% of operating revenues for CMF. City will provide a Performance-Based Payment in the amount of ten thousand dollars (\$10,000) if ALL the following conditions are met:

1. 72% of CMF annual operating revenues come from non-City sources.
2. City may assist CMF secure additional sources of operating revenue such as grants, memberships and contractual services from other sources.
3. CMF is eligible to receive a Performance-Based Payment of \$10,000 for each Fiscal Years of 2025-26, 2026-27 and 2027-28

C. One-Time Grant. The City shall reimburse CMF up to, in the aggregate, \$20,000 for all authorized, ordinary, and necessary out-of-pocket expenses reasonably incurred by CMF during the extension period in connection with the legal/compliance review and updating CMF Bylaws, policies and procedures incurred between the Effective Date and June 30, 2026. Prior to engaging in efforts to previously stated activities, CMF shall provide the City a quote and scope of work provided by outside third-party consultant, as part of the reimbursement process.

D. Additional Services. City and CMF shall not allow any claims for additional services unless the additional services are approved in writing prior to the performance of the additional services. Any additional services or expenses that are authorized shall be compensated at a rate mutually agreed to by the parties.

E. Method of Payment. City shall make payments to the CMF on a monthly basis. City shall pay all undisputed invoice amounts within thirty (30) calendar days after receipt.

F. Audit of Records. CMF shall make all records, invoices, time cards, cost control sheets and other records maintained by City in connection with this agreement available during CMF's regular working hours to City for review and audit by City.

G. Budget Development. On or before March 31st of each year in which this

Agreement is in effect, CMF shall provide to City an Access Activities Plan and Budget outlining activities and programs planned for the following fiscal year. Such plan shall contain: (1) a statement of anticipated number of hours of local original programming; (2) training classes to be offered and frequency of classes; (3) other access activities planned by CMF; and (4) an operating and capital equipment and facilities budget.

Section 13. Termination of Agreement: Transfer of Assets.

- A. City may terminate this Lease at any time, at will, for any reason or no reason, after giving written notice to CMF at least sixty (60) calendar days before the termination is to be effective; CMF may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least sixty (60) calendar days before the termination is to be effective.
- B. Upon termination of this Agreement, CMF shall adhere to provisions outlined in Section 6 of this Agreement.

Section 14. Time. Time is of the essence in this Lease and for the performance of all covenants and conditions of this Lease.

Section 15. Cooperation. Each party agrees to execute all documents and do all things necessary and appropriate to carry out the provisions of this Lease.

Section 16. Applicable Law. This Agreement shall be interpreted and enforced under the laws of the State of California.

Section 17. Notices. All notices and other communications to be given by either party shall be in writing, depositing the same in the United States mail, postage prepaid and addressed to the appropriate party as follows:

To City: City Manager
 City of Monrovia
 415 South Ivy Avenue
 Monrovia, CA 91016

To
CMF: Executive Director
 Community Media of the Foothills
 P.O. Box 227
 Monrovia, CA 91016

Any party may change its address for notice by written notice to the other party at any time. City shall designate a person who shall act as liaison between City and CMF.

Section 18. Entire Agreement. This Lease is the entire agreement of the parties and supersedes all prior negotiations and agreements whether written or oral. This Lease

may be amended only by written agreement executed by the parties and no purported oral amendment to this Lease shall be valid.

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EXHIBIT B COST OF ADDITIONAL SERVICES

Livestreaming/Telecast Public Meetings

In the event that the City requests CMF to telecast Special Meetings, Study Sessions, or other Board/Commission meetings held in Monrovia City Hall Council Chambers, the City shall be billed at an hourly rate of \$65 / Hour.

Single Camera Event

- One Camera Operator I Director
 - DSLR/JENG Camera, Wireless Audio, Audio Digital Recorder, Travel Expenses (*Four- Hour Minimum*)
 - Cost / Hour: \$65 / Hour
- One Video Editor
 - Basic Opening and Closing Titles, Lower 3rds, Catalogue Background music, Single post to YouTube, One Non-Menu DVD (*Four- Hour Minimum*)
 - Cost I Hour: \$65 / hour
- SINGLE CAMERA EVENT MINIMUM - \$520

Multi-Camera Switched Event

- Three Camera Operators (*Four- Hour Minimum*)
 - Cost I Hour: \$55 / hour
- One Producer I Technical Director (*Four-Hour Minimum*)
 - Cost I Hour: \$75 / hour
- One Equipment Package - Cameras, Switcher, Camera Audio, Digital Audio and Video, Recorder, Cables, Misc Equipment, Local Travel Expenses
 - Fixed Cost: \$350 / Multi-Camera Event
- One Video Editor - Basic Opening and Closing Titles, Lower 3rds, Catalogue Background music, Single post to YouTube, One Non-Menu DVD (*Four-Hour Minimum*)
 - Cost I Hour: \$55 hour
- MULTI-CAMERA SWITCHED EVENT MINIMUM- \$1585