

**AGENDA REGULAR MEETING
PASADENA COMMUNITY ACCESS CORPORATION
Tuesday, October 4, 2016
7:00 p.m. at 150 S. Los Robles, Suite 101**

BOARD OF DIRECTORS

Ann Marie Hickambottom (District 1)
Grant Scott McComb (District 2)
Robert Oltman (District 3)
Howie Zechner, Vice-Chair (District 4)
Yuny Parada (District 5)
Tim Winter, Treasurer (District 6)
Sally Howell (District 7)
Gail Schaper-Gordon, Chair (Mayor's Representative)
William Boyer, Secretary (City Manager's Office Representative)
Beth Leyden (PUSD Representative)
Alexander Boekelheide (PCC Representative)

STAFF

Chris Miller, Interim Executive Director

MISSION STATEMENT

The Pasadena Community Access Corporation is dedicated to the community access function of the Pasadena Telecommunications system and shall be operated exclusively for charitable, scientific, literary and educational purposes. In fulfilling these purposes, the corporation shall strive to achieve communication, facilitation, and development of media skills toward the ends of self-expression and community cohesion and improvement.

Item on the agenda may not be called in order listed.

Agendas and supporting documents are available on the Internet at
<http://www.pasadenamedia.org>

Materials related to an item on this Agenda submitted to Pasadena Media after distribution of agenda packet are available for public inspection in the Pasadena Media Administrative office at 150 S. Los Robles Avenue, Suite 450, Pasadena, during normal business hours.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact PCAC at (626) 794-8585. Notification 24 hours prior to the meeting will enable PCAC to make reasonable arrangements to assure accessibility to this meeting.

DISTRIBUTION:

PCAC Board of Directors
City Council
City Manager
City Attorney
City Clerk
Central Library
Public Information Officer

Los Angeles Times
Pasadena Star News
Pasadena Journal
Pasadena Weekly
Pasadena Now

**NOTICE OF REGULAR MEETING
PASADENA COMMUNITY ACCESS CORPORATION (PCAC)
BOARD OF DIRECTORS**

NOTICE IS HEREBY GIVEN that a regular meeting of the Pasadena Community Access Corporation (PCAC) Operating Company (dba Pasadena Media) is scheduled for **Tuesday, October 4, 2016**, starting at **7:00 p.m.**, at **Pasadena Community Access Corporation** located at **150 S. Los Robles Ave., Ste. 101, Pasadena, CA 91101**.

AGENDA

PUBLIC MEETING

- INTRODUCTION OF NEW MEMBERS/CALL TO ORDER/ROLL CALL
- APPROVAL OF AUGUST 2, 2016 BOARD MEETING MINUTES
 - Motion to Approve
- PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA - Please limit comments to three minutes each.
- TREASURER REPORT
- EXECUTIVE DIRECTOR REPORT
- OLD BUSINESS
- NEW BUSINESS
 - FACILITIES AD HOC COMMITTEE REPORT
 - Informational Item
 - APPROVAL OF A CONTRACT FOR THE EMPLOYMENT OF AN EXECUTIVE DIRECTOR FOR THE PASADENA COMMUNITY ACCESS CORPORATION (Employment Agreement attached with board packet)
 - Action Item
- ANNOUNCEMENTS BY BOARD MEMBERS AND STAFF
- ADJOURNMENT

Gail Schaper-Gordon, Chair, PCAC Board of Directors

I HEREBY CERTIFY that this notice, in its entirety, was posted on both the Council Chambers Bulletin Board, Room 247, and the Information Kiosk (in the rotunda area), at City Hall, 100 N. Garfield Ave., Pasadena, CA, in Pasadena Community Access Corporation Suite 450 and 101, and a copy was distributed to the Central Library for posting on this 30th day of September, 2016.

Quyen Lovrich, Office Manager

PASADENA COMMUNITY ACCESS CORPORATION (PCAC)

MINUTES FOR THE REGULARLY SCHEDULED MEETING OF THE PCAC BOARD OF DIRECTORS FOR AUGUST 2, 2016

MEETING HELD AT PCAC, 150 S. LOS ROBLES AVE., SUITE 101, PASADENA, CALIFORNIA, 91101

REGULAR MEETING

1. CALL TO ORDER

Board Chair Gail Schaper-Gordon called meeting to order at 7:05 p.m.

Board Members & Staff Present, Absent or Late:

Ann Marie Hickambottom, District 1, absent
District 2, vacant
Robert Oltman, District 3, present
Howie Zechner, District 4, present
Yuny Parada, District 5, late, absent
Tim Winter, District 6, present
Sally Howell, District 7, present
Gail Schaper-Gordon, Chair, Mayor's Representative, present
Beth Leyden, PUSD Representative, present
Alexander Boekelheide, PCC Representative, absent
William Boyer, Secretary, City/City Manager Representative, present
Chris Miller, Interim ED, present
Javan Rad, Chief Assistant City Attorney, present

2. APPROVAL OF BOARD MINUTES FROM MAY 2016 BOARD MEETING

Moved by Zechner, Second by Winter. No corrections. No public comment.

3. PUBLIC COMMENT

No public comment

4. TREASURER'S REPORT

Treasurer Winter provided financial info as presented in Board packet. Informational item only, no action taken. Filed amended California Form 990, per state request to fix clerical errors, no financial impact.

No public comment.

5. EXECUTIVE DIRECTOR'S REPORT

As presented to Board per agenda packet by IED Miller. Informational item only, no action taken. Miller highlighted fixing of technical compatibility issues with Studio B cameras and new Brainstorm virtual studio system. Should be resolved within a month.

Reminder of the Alliance for Community Media annual national conference later this month in Boston. PCAC/Pasadena Media up for national award for KPAS programming.

No public comment.

6. OLD BUSINESS

None. No public comment

7. NEW BUSINESS

None. No public comment.

8. ANNOUNCEMENTS BY BOARD MEMBERS AND STAFF

Chair Schaper-Gordon announced Search Committee determined two finalists for new Executive Director. Will have special closed session next month with full Board and finalists to determine next steps.

Misc. announcements; informational items only. No action taken. No public comment.

9. ADJOURMENT

Moved by Boyer, Second by Oltman, meeting adjourned at 7:47 p.m.

FUTURE MEETING DATES

- September 6, 2016 Regular Meeting to be canceled
- Special Meeting (closed session) Sept. 6, 2016, time and location to be determined.

PASADENA COMMUNITY ACCESS CORPORATION (PCAC)

MINUTES FOR THE SPECIAL MEETING OF THE PCAC BOARD OF DIRECTORS
FOR SEPTEMBER 6, 2016

SPECIAL MEETING HELD AT PASADENA CITY HALL, 150 N. GRAND AVENUE,
GRAND CONFERENCE ROOM, S038 (BASEMENT), PASADENA, CALIFORNIA,
91109

SPECIAL MEETING

1. CALL TO ORDER

Board Chair Gail Schaper-Gordon called meeting to order at 6:39 p.m.

Board Members & Staff Present, Absent or Late:

Ann Marie Hickambottom, District 1, present
Grant Scott McComb, District 2, present (First Meeting)
Robert Oltman, District 3, present
Howie Zechner, District 4, present
Yuny Parada, District 5, late, present
Tim Winter, District 6, present
Sally Howell, District 7, present
Gail Schaper-Gordon, Chair, Mayor's Representative, present
Beth Leyden, PUSD Representative, present
Alexander Boekelheide, PCC Representative, present
William Boyer, Secretary, City/City Manager Representative, present
Chris Miller, Interim ED, present
Javan Rad, Chief Assistant City Attorney, present

2. INTRODUCTIONS AND WELCOME BY CHAIR SCHAPER-GORDON

Chair asked all Board Members to introduce themselves, with background, to new Board Member McComb. No public comment.

3. PUBLIC COMMENT

Dean Lee spoke about his desired qualities for the new Executive Director, including need for experience in running a TV/Community Access Station and have technical expertise in equipment to understand the needs of local producers.

Macheo Shabaka spoke about desired qualities for a new Executive Director, including someone who is active and visible in the community, and who is effective in fundraising.

Debra Johnson questions how Pasadena Media attracted candidates for the position.

4. CLOSED SESSION

Board adjourned to Closed Session per agenda.

The closed session item was discussed. Following discussion, it was moved by Board Member Hickambottom, seconded by Vice Chair Zechner, to make an offer of employment to George Falardeau for the Executive Director position, contingent upon successful negotiations of an employment agreement.

AYES: Chair Schaper-Gordon, Vice Chair Zechner, Secretary Boyer, and Board members Boekelheide, Hickambottom, Leyden, McComb, Oltman, and Zechner

NO: Board member Parada

ABSTAIN: Treasurer Winter and Board Member Howell

ABSENT: None

5. ADJOURMENT

Closed session concluded 11:10 p.m.

FUTURE MEETING DATES

- October 4, 2016, Regular Meeting

Pasadena Community Access Corporation
STATEMENT OF FINANCIAL POSITION
As of September 30, 2016

	TOTAL	
	AS OF SEP 30, 2016	AS OF JUN 30, 2016 (PP)
ASSETS		
Current Assets		
Bank Accounts		
1010 Petty Cash	200	200
1120 Bank of America Checking (1018)	36,503	24,311
1130 Bank of America Capital - Restricted (9451)	323,431	323,431
1140 Bank of America Savings (0990)	100,099	100,089
1150 Pex Debit Card	3,085	3,436
1160 Paypal	27	-621
Total Bank Accounts	\$463,345	\$450,846
Accounts Receivable		
1200 Accounts Receivable	4,195	1,241
Total Accounts Receivable	\$4,195	\$1,241
Other current assets		
1190 Undeposited Funds	0	738
1210 Other Receivables	0	84
1300 Prepaid Expenses	29,073	29,073
1310 Prepaid Direct Deposits	14,868	14,868
1320 Prepaid Taxes	661	661
1330 Prepaid Insurance	1,902	1,902
Total Other current assets	\$46,504	\$47,326
Total Current Assets	\$514,044	\$499,413
Fixed Assets		
1600 Production Equipment	286,412	284,864
1650 Accumulated Depreciation	-140,255	-140,255
Total Fixed Assets	\$146,157	\$144,609
Other Assets		
1800 Security Deposit	1,000	1,000
Total Other Assets	\$1,000	\$1,000
TOTAL ASSETS	\$661,201	\$645,021
LIABILITIES AND EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
2000 Accounts Payable	-1,317	0
Total Accounts Payable	\$ -1,317	\$0
Other Current Liabilities		
2100 Payroll Liabilities	44,179	30,156
2200 Accrued Vacation	13,767	13,767
2300 Direct Deposit Payable	14,868	0
2800 Deferred Income	301,493	301,493
Other Payroll Liabilities	250	
Total Other Current Liabilities	\$374,556	\$345,416
Total Current Liabilities	\$373,239	\$345,416
Total Liabilities	\$373,239	\$345,416
Equity		
3000 Opening Bal Equity	-36,271	-36,271
3100 Retained Earnings	335,876	335,876
Net Income	-11,644	
Total Equity	\$287,962	\$299,605
TOTAL LIABILITIES AND EQUITY	\$661,201	\$645,021

Pasadena Community Access Corporation

Pro Forma P&L

2017 YTD Actual vs 2017 Budget

	Fiscal Year 2017		2017 Actual vs. Full Year Budget		YTD Budget	2017 YTD Actual vs. 3 mo. Budget	
	YTD Actual	2017 Budget	\$	%		\$	%
Income							
City of Pasadena	252,000.00	1,008,000.00	(756,000.00)	-75.0%	252,000.00	0.00	0.0%
Contributions & Grants	0.00	2,500.00	(2,500.00)	-100.0%	625.00	(625.00)	-100.0%
Production Services	4,502.50	41,300.00	(36,797.50)	-89.1%	10,325.00	(5,822.50)	-56.4%
Program Services	687.50	10,000.00	(9,312.50)	-93.1%	2,500.00	1,812.50	72.5%
Other Revenue	827.40	1,100.00	(272.60)	-24.8%	275.00	(552.40)	-200.9%
Total Income	258,017.40	1,062,900.00	(804,882.60)	-75.7%	265,725.00	(7,707.60)	-2.9%
Expenses							
Payroll Expenses	141,203.98	554,843.00	413,639.02	74.6%	138,710.75	(2,493.23)	-1.8%
Payroll Taxes	10,710.43	53,820.00	43,109.57	80.1%	13,455.00	2,744.57	20.4%
Employee Benefits	33,911.77	101,657.00	67,745.23	66.6%	25,414.25	(8,497.52)	-33.4%
Occupancy Expenses	65,333.71	240,349.00	175,015.29	72.8%	60,087.25	(5,246.46)	-8.7%
Accounting & Audit	1,525.35	12,250.00	10,724.65	87.5%	3,062.50	1,537.15	50.2%
Advertising & Marketing	16.46	4,000.00	3,983.54	99.6%	1,000.00	983.54	98.4%
Automobile Expense	0.00	1,500.00	1,500.00	100.0%	375.00	375.00	100.0%
Bank & Payroll Processing Fees	71.02	1,500.00	1,428.98	95.3%	375.00	303.98	81.1%
Board Materials & Expenses	1,413.71	500.00	(913.71)	-182.7%	125.00	(1,288.71)	-1031.0%
Cable Drop Fees	792.88	5,000.00	4,207.12	84.1%	1,250.00	457.12	36.6%
Contract Labor	240.00	5,000.00	4,760.00	95.2%	1,250.00	1,010.00	80.8%
Dues and Subscriptions	2,065.95	2,000.00	(65.95)	-3.3%	500.00	(1,565.95)	-313.2%
Legal & Professional Fees	7,000.00	38,000.00	31,000.00	81.6%	9,500.00	2,500.00	26.3%
Licenses, Permits & Other Fees	0.00	4,100.00	4,100.00	100.0%	1,025.00	1,025.00	100.0%
Meals & Entertainment	170.98	1,500.00	1,329.02	88.6%	375.00	204.02	54.4%
Office Expense	1,107.48	13,500.00	12,392.52	91.8%	3,375.00	2,267.52	67.2%
Production Expense	1,234.34	13,000.00	11,765.66	90.5%	3,250.00	2,015.66	62.0%
Professional Development	769.98	3,000.00	2,230.02	74.3%	750.00	(19.98)	-2.7%
Travel & Lodging	2,093.02	4,300.00	2,206.98	51.3%	1,075.00	(1,018.02)	-94.7%
Total Expenses	269,661.06	1,059,819.00	790,157.94	74.6%	264,954.75	(4,706.31)	-1.8%
Net Operating Income	(11,643.66)	3,081.00	(14,724.66)	-477.9%	770.25	(12,413.91)	-1611.7%
PEG Capital Income Recognized	0.00	200,000.00	(200,000.00)	-100.0%	50,000.00	(50,000.00)	-100.0%
PEG Capital Equipment Expense	0.00	200,000.00	(200,000.00)	-100.0%	50,000.00	50,000.00	100.0%

DIRECTOR'S REPORT

- Respectfully submitted by Chris Miller, Interim Executive Director

Pasadena Community Access Corporation Board of Directors Meeting Tuesday, October 4, 2016 – 7:00pm

ANNOUNCEMENTS – WAVE Awards (Alliance for Community Media Western States Region) entries are now open at acmwest.org. The early bird deadline is November 1st.

KEY ACHIEVEMENTS:

Board

- Facilities Ad Hoc Committee Meeting with Bob Oltman, Howie Zechner and Yuny Parada including tours of suites with Lynne Robles of Morlin Management

Facility

- Conference Call with Brainstorm and KeyCode representatives re: New Media Studio Issues
- Meetings with City Clerk Mark Jomsky and Accessibility Issues Coordinator Alison Everett re: Closed Captioning

Financial

- Conference Call with Mike Noll and Tim Winter re: FY16 Closeout
- Yearly Audit Conducted

Partnerships/Networking

- Meeting with Alex Nogales of Nat'l Hispanic Media Coalition re: Low Power FM Radio
- Alliance for Community Media National Conference
- ACM Public Policy / Community Media Day Planning Conference Calls
- Nat'l Hispanic Media Coalition Impact Awards Luncheon
- Meetings with PCC staff re: Possible Partnerships and PCC-TV Programming
- City DoIT Council Chamber Upgrade Project Consulting

Personnel

- Meetings with Employee Benefits Consultant re: 403(b)

Producer/Member Relations

- Email Newsletters Including New Videos

Productions

- Villa-Parke Centennial Square Boxing Show
- Councilmember Madison's 710 Tunnel Community Meeting (Live on KPAS from PCOC)
- Pasadena Loves YA Festival

Attached: Operations Report, Production Services Reports, Member Services Reports, Cable Complaint

Operations Report

Prepared by Chris Miller – August and September 2016

Notable Operations Projects and Their Statuses Conducted During August and September

- City Council Chamber Meeting Management Upgrade: Following Up
- Studio B Project: Equipment Issues Causing Delay
- Portable Switcher Repair: Completed
- Studio Audio Issues: Fixed

1. City Council Chamber Meeting Management Upgrade: Following Up - Numerous issues have caused meeting delays and inconsistencies in the past two months. DoIT has been communicating with the vendor regularly. Our staff continues to attend training sessions with DoIT and the troubleshooting guide for the installation is very much a living document at this time.

2. Studio B Project: Equipment Issues Causing Delay - We have installed equipment that has improved stability of the system. We are working with the installer on a camera control issue and the manufacturer on an issue caused during the last software update. When these two issues are resolved, I intend to shoot a few demo shows to develop training for the public.

3. Portable Switcher Repair: Completed - Our Tricaster Mini switcher that is used for remote productions was in Texas for repairs during much of September. Our scheduled multi-camera productions were cut together in post, with the exception of the Live 710 Tunnel meeting, for which we utilized the City Council switcher. The Tricaster is now back in circulation and operating as it had before.

4. Studio Audio Issues: Fixed - The new compressor/limiter we recently installed in the control room has greatly increased audio quality by reducing distortion and maintaining levels. We also developed a process to scan for frequencies at the start of each production that utilizes wireless microphones. This building is in a high traffic area for wireless frequencies that fluctuate greatly. This process has greatly reduced interference issues and increased audio quality for many shows.

Pasadena Media Production Report August 2016

Studio Productions:

8/2: The People's View- Macheo Shabaka	8/4: Smile & Spread a Little Joy- Debra Johnson (Pre-pro)
8/5: Smile & Spread a Little Joy- Debra Johnson	8/6: World of Wisdom- Malika Hendry
8/6: Skeelove's House of Hip Hop- Lonnie Lee	8/9: Is It Reasonable- Walter Brown
8/10: Eddie's Gospel Hour- Eddie Fulton (Pre-pro)	8/11: Take Back the Family- Anthony McFarland
8/12: The Birthright Project- Stephanie Cunningham	8/13: Eddie's Gospel Hour- Eddie Fulton
8/16: Crossing Bridges- Nat Nehdar	8/18: Choices- Marion Cathcart
8/18: Thursday Night Live	8/19: Yeshua Ministries- Denise Maiden (Pre-pro)
8/20: Yeshua Ministries- Denise Maiden	8/20: The Nowman Show- Dan Niswander
8/23: The Conner Bubble- Joe Conner	8/24: Tongues of Fire- Rob Reyes
8/24: The Sure Truth- Alice Muhammad	8/25: Cuttin' Up in the Kitchen- Barbara Shay (Pre-pro)
8/25: Sounds Within- L.V. Smith	8/26: Color of Success- Carolyn Wiggins
8/27: Cuttin' Up in the Kitchen- Barbara Shay	8/27: Focus News Beat- Tyrone Capers
8/30: Nuclear Popcorn- Maurice Smith (Pre-pro)	8/31: Nuclear Popcorn- Maurice Smith

Total Number of Studio Productions/Pre-production Meetings: 26

KPAS/City/Outside Productions:

8/2: Concerts in the Park (Audio)	8/2: National Night Out (Audio)
8/2: Special Design Commission Meeting (Audio)	8/3: Cultural Affairs Art Event (Audio)
8/8: Pasadena City Council Meeting	8/9: Concerts in the Park (Audio)
8/10: Cultural Affairs Art Event (Audio)	8/15: Pasadena City Council Meeting
8/16: Concerts in the Park (Audio)	8/16: Altadena Town Council Meeting
8/17: Cultural Affairs Art Event (Audio)	8/17: Board of Zoning Appeals Meeting (Audio)
8/20: Councilmember Tyron Hampton's Community Pancake Breakfast Block Party	8/23: Concerts in the Park (Audio)
8/23: Design Commission Meeting (Audio)	8/24: City Manager Reception (Audio)
8/26: Villa-Parke Centennial Square Boxing Show	8/27: Midsummer Night Concert
8/30: Concerts in the Park (Audio)	8/30: District 3 Community Meeting

Total Number of KPAS/City/Outside Productions: 20

Pasadena Media Production Report - September 2016

Studio Productions:

9/2: Latino Heritage Parade PSAs	9/3: "World of Wisdom"- Malika Hendry
9/6: "The People's View"- Macheo Shabaka	9/8: "Smile & Spread a Little Joy"- Debra Johnson (PP)
9/8: "Smile & Spread a Little Joy"- Debra Johnson	9/10: "The Birthright Project"- Stephanie Cunningham
9/13: "The Nowman Show"- Dan Niswander (PP)	9/13: "Is It Reasonable"- Walter Brown
9/14: "Tongues of Fire"- Rob Reyes	9/15: "Choices"- Marion Cathcart
9/15: "Thursday Night Live"- M.C. Franklin	9/16: "The Dianne & Ashley Show"- Dianne Durazo
9/16: "Quality Sketch"- Jarred Hodgdon	9/17: "Yeshua Ministries"- Denise Maiden
9/17: "Nuclear Popcorn"- Maurice Smith	9/20: "The Conner Bubble"- Joe Conner
9/21: "Take Back the Family"- Anthony McFarland	9/21: "SkeeLove's House of Hip Hop"-Lonnie Lee (PP)
9/22: "The Nowman Show"- Dan Niswander	9/22: "Sounds Within"- L.V. Smith
9/23: "SkeeLove's House of Hip Hop"- Lonnie Lee	9/23: "Tomorrow's Thespians"- Donald Briggs
9/24: "Focus Newsbeat"- Tyrone Capers	9/27: "Crossing Bridges"- Nat Nehdar
9/28: "Tomorrow's Thespians" - Donald Briggs	9/30: PCC Training Class

Total Number of Studio Productions/Pre-production Meetings: 26

KPAS/City/Outside Productions:

9/6: Concerts in the Park (Audio Only)	9/8: League of Women Voters Meeting
9/12: Pasadena City Council Meeting	9/13: Design Commission Meeting (Audio Only)
9/14: Gamble House Segment- Interview w/ Ted Bosley	9/14: Planning Commission Meeting (Audio Only)
9/15: 710 Tunnel Community Meeting	9/17: Fire Station 34 Open House
9/17: Pasadena Love YA Festival	9/19: Pasadena City Council Meeting
9/20: Gamble House 50th Anniversary Media Reception	9/20: Altadena Town Council Meeting
9/20: Planning Division Art Center Scoping Meeting (Audio Only)	9/21: FPRS Meeting (Audio Only)
9/21: Board of Zoning Appeals Meeting (Audio Only)	9/22: SR-710 North Study Cost-Benefit Analysis
9/25: Gamble House Public Celebration	9/26: Pasadena City Council Meeting
9/27: Design Commission Meeting (Audio Only)	9/28: Planning Commission Meeting (Audio Only)

Total Number of KPAS/City/Outside Productions: 20

Member Services Report

for the month of August 2016

New Producers	Returning Producers	New Series	Local Episodes	New Local Bicycled Episodes	New Regional (LA County) Episodes
0	1	1	53	15	8

Media Training Courses:

Orientation	24	Studio Camera	1	TD & Media Mgmt.	2	Teleprompter	1	Editing Session A	1
Producing Training	3	Floor Manager	1	Lighting	1	Character Generation	1	Editing Session B	1
Development Training	1	Director	3	Audio	1	Field Production	0	Green Screen	5

Trained Pasadena Media Listed Volunteers: 95

Pasadena Media Website Analytics

Total Visitors	Device Usage	Peak Visitors: Aug 9th
993	Computer 90% / Mobile & Tablet 10%	63

Pasadena Media Social Network members: 221 members

Social Media Marketing:



1436 Followers



839 Likes



635 Followers

Member Services Report

for the month of September 2016

New Producers	Returning Producers	New Series	Local Episodes	New Local Bicycled Episodes	New Regional (LA County) Episodes
1	1	1	64	21	10

Media Training Courses:

Orientation	5	Studio Camera	1	TD & Media Mgmt.	2	Teleprompter	2	Editing Session A	2
Producing Training	2	Floor Manager	1	Lighting	2	Character Generation	1	Editing Session B	2
Development Training	2	Director	2	Audio	2	Field Production	0	Green Screen	5

Pasadena Media Website Analytics

Total Visitors	Device Usage	Peak Visitors: Sept 6th
1063	Computer 90% / Mobile & Tablet 10%	104

Social Media Marketing:



1439 Followers



845 Likes



655 Followers

August 24, 2016
Account: 8245 10 017 0542282
Phone Number: (626) 797-6100
Security Code: 8152
Service At: 1040 N MARENGO AVE
PASADENA CA 91103-2601

Contact Us

Visit us at spectrum.net/support
Or, call us at 855-75-SPECTRUM (855-757-7328)

Summary

Service from 09/03/16 through 10/02/16
details on following pages

Previous Balance	651.75
Payments Received -Thank You!	-295.14
Past Due Balance - Due Now	358.61
Spectrum TV™	155.98
One-Time Charges	190.72
Taxes, Fees and Charges	64.49
Current Charges Due By 09/13/16	411.19
Total Due	\$767.80

#300.00 Disputed ← *#411.19*
portion of bill - *300.00*
New register complaint *Z#111.19*
as of 9-1-16 *for James*
See original complaint
filed 7-7-16. Request written response



Your account is past due.

The past due amount is due five days following the mailing date of this bill. Please pay total past due amount to avoid further collection activity and interruption of service. If service is interrupted, you will need to pay your full past due amount, first month of service and a reconnection fee to resume service.

Charter Spectrum News

Make your life easier with Auto Pay. You have enough things to do every day, let alone every month. Remembering to pay your Charter Spectrum™ bill doesn't have to be one of them. Enroll in Auto Pay and take one thing off your to-do list. You'll never miss a payment or have to mail another check, and enrolling is easy! Simply go to Spectrum.net/autopay to get started.

DID YOU KNOW? You're eligible to save on the fastest Internet and unlimited Voice service when added to your existing TV services. Get the most advanced Internet service with the fastest speeds STARTING at 60 Mbps, that's 20x faster than DSL, for \$29.99 per month for 12 months when bundled. Includes enough bandwidth for all your devices with no data caps or extra fees. Add the most reliable Voice service for \$19.99 per month and call your family and friends with unlimited nationwide calling for one low price. Plus, keep your same phone number. No contracts. No hidden fees. Add Spectrum Internet™ and Voice service, call 1-877-906-9175 today!

Get more of the entertainment, movies, and sports you love at an incredible price! Add Latino View today and enjoy over 65 channels in Spanish including the best programming from Mexico, Latin America, and Spain for only \$6.99 more a month. Call 1-844-223-8521 or go to channel 2495 to upgrade instantly to Latino View.

within 15 days of receipt

Charter
COMMUNICATIONS

8413 EXCELSIOR DR 120 MADISON WI 53717-1970
8634 0030 NO RP 24 07252016 YNYYNNYNN 01 005194 0022

RUFUS L LAMAR
1040 N MARENGO AVE
PASADENA CA 91103-2601



July 24, 2016

Rufus L Lamar

Account: 8245 10 017 0542282

Phone Number: (626) 797-6100

Service At: 1040 N MARENGO AVE
PASADENA CA 91103-2601

Total Due

Amount you are enclosing

\$

Compliment re \$300.00 paid 295.14
Filed 7-7-2016
7-29-16
filed 9-1-16

CHARTER COMMUNICATIONS
PO BOX 60229

LOS ANGELES CA 90060-0229



824510017054228200651752

THE LAMAR TRUST
RUFUS LAMAR
LINDA LAMAR
1040 N MARENGO AVE
PASADENA, CA 91103

3243

9-1-16

Date

Pay to the
Order of

Charter Communications

\$ *111.19*

One Hundred Eleven & 19/100

Dollars



WESCOM
Credit Union
123 S. Marengo Ave.
Pasadena, CA 91101
(888) 493-7266

VALUED MEMBER SINCE 1997

\$300.00
Under Compl + 7-7-16/9-1-16

Rufus Lamar

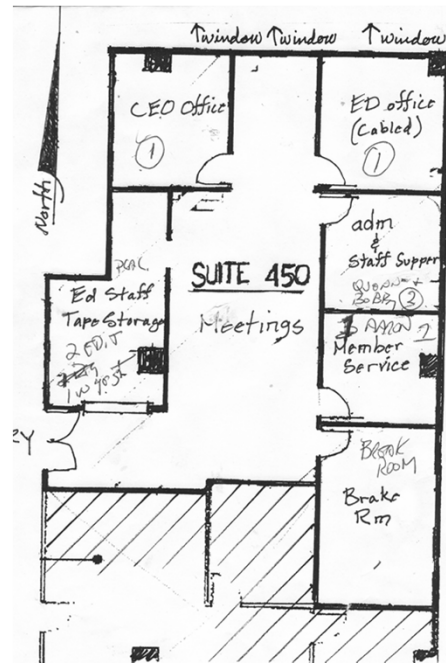
Facilities Ad Hoc

Howie Zechner
Robert Oltman
Yuny Parada

Suite 450 (our current admin space)

- Suite 450 (our current admin space) - 1,932 RSF @ "Fair Market Rent" - we have until 11/30 to exercise option to renew lease, which would coincide with the 101 lease end date (8/31/2020).
- Suite 450 currently costs \$4750 which is equal to \$2.461 RSF. This cost will increase upon lease renewal.

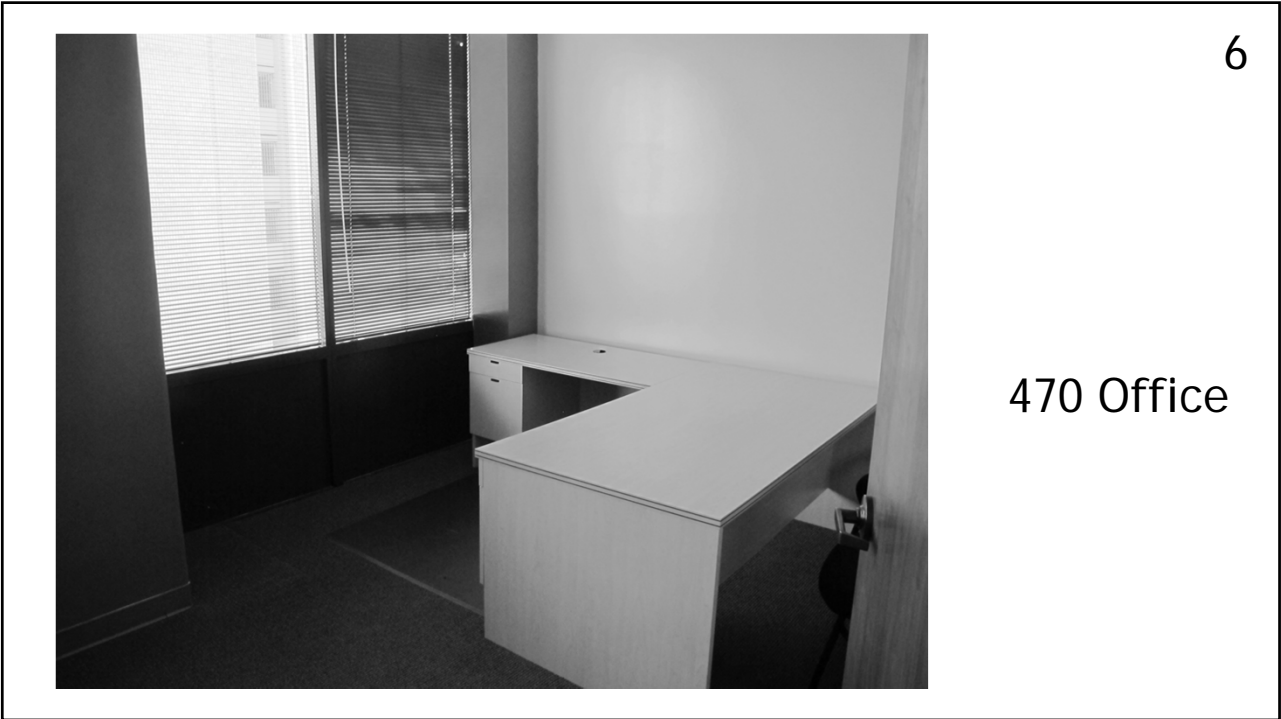
3



4

Suite 470 (former Office of the Building)

- 610 SF @ \$2.60 per RSF - for term of no less than 3 years



7



Suite 470

8

Suite 002 (current Office of the Building)

- 1,170 SF @ \$2.60-\$2.80 RSF
- Approx. \$45,000 was spent on relocating costs and we would be asked to foot a portion of relocating the OOB again





11

Suite 002
Office 1



12

Suite 002
Office 2



13

Suite 002
Conference



14

Suite 002
Kitchen

**AT-WILL EMPLOYMENT AGREEMENT BETWEEN
PASADENA COMMUNITY ACCESS CORPORATION
AND
GEORGE FALARDEAU**

THIS AGREEMENT is between Pasadena Community Access Corporation ("PCAC" or "Employer"), a non-profit corporation operating company and George Falardeau ("Employee").

RECITALS

WHEREAS, it is the desire of PCAC to retain the services of Employee as Executive Director (who is sometimes referred to as the Chief Executive Officer) pursuant to Pasadena Municipal Code Section 2.155.060, subject to the terms and conditions identified below; and

WHEREAS, it is the desire of Employee to serve as Executive Director, and Employee acknowledges that such employment is at-will; and

NOW, therefore, and in consideration of the mutual promises, covenants, and conditions herein contained, the parties hereto agree as follows:

AGREEMENT

Section 1: TERM

The term of this Agreement shall become effective when it has been signed by Employee and approved by the PCAC Board of Directors, and shall remain effective until terminated by either party. Employee is an at-will employee and may be terminated, with or without cause, and with or without notice, at any time by the PCAC Board of Directors. Employee may resign at any time. This Agreement shall be reviewed (for consideration of amendments) during Employee's annual evaluation process with the PCAC Board of Directors.

Section 2: DUTIES

A. PCAC engages Employee as the Executive Director to perform the functions and duties specified in the job description for the position (Attachment "A") and those specified in the PCAC Operating Agreement both which may be modified by the PCAC Board of Directors, from time to time, and to perform such

other legally permissible and proper duties and functions as the PCAC Board of Directors shall, from time to time, assign.

B. Employee agrees that to the best of his ability and experience that he will at all times conscientiously perform the duties and obligations required, either express or implied, by the terms of this Agreement and the laws and regulations of the State of California and the United States.

C. As an individual exempt from overtime, Employee is required to work a full and complete work week pursuant to the established work schedule as determined by the PCAC Board of Directors, and devote whatever time is necessary to fulfill the employment responsibilities and duties as identified in this Agreement.

D. During the term of this Agreement, Employee is required to have and maintain a valid California Driver's License.

Section 3: **EXCLUSIVE EMPLOYMENT**

Employee agrees to focus his full professional time, ability and attention to PCAC business during the term of this Agreement. Consequently, Employee agrees not to engage in any other business pursuits, whatsoever, directly or indirectly, render any services of a business, commercial, or professional nature to any other person or organization, for compensation, without the prior written consent of the PCAC Board of Directors. This does not preclude Employee from volunteering his services to other entities, professional organizations, or individuals as long as such volunteer services are not in conflict with the services to be provided by Employee under this Agreement.

Section 4: **COMPENSATION**

As Compensation for the services to be rendered by Employee, PCAC agrees to pay Employee a salary of \$102,500 per year payable in installments at the same time as other employees of PCAC are paid and subject to customary withholdings. Increases, if any, in Employee's salary during the term of this Agreement, shall be at the sole discretion of the PCAC Board of Directors based upon the evaluation of Employee's job performance and must be approved by the PCAC Board of Directors.

Section 5: **PERFORMANCE REVIEWS AND MERIT ADJUSTMENTS**

Annually, or more frequently at the discretion of the PCAC Board of Directors, Employee shall submit, in writing, his accomplishments for the past evaluation period and proposed goals and performance objectives for the following evaluation period, and the Board will define goals and performance objectives for Employee. Said goals and objectives will be placed in writing and used to evaluate the performance of Employee. Employee will receive annual performance reviews. The PCAC Board of Directors may write more frequent evaluations at their discretion. The PCAC Board of Directors may provide for merit adjustments at their discretion by way of an amendment to this Agreement.

Section 6: **BENEFITS**

A. **Social Security and Medicare**

As an employee of PCAC, Employee will participate in Social Security and Medicare as required by law.

B. **Holidays**

Employee shall be entitled to the following paid holidays:

New Year's Day	Martin Luther King, Jr.'s Birthday	Lincoln's Birthday
Washington's Birthday	Memorial Day	Independence Day
Labor Day	Veterans Day	Thanksgiving Day
Friday following Thanksgiving Day	Christmas Day	One floating holiday

C. **Vacation**

Employee shall earn a total of fifteen (15) days of vacation time per year accrued at the beginning of the year. Vacation can accrue to a maximum of twenty (20) days.

Employee may cash out up to a maximum of ten (10) days of earned, but unused vacation time annually, if Employee has taken at least five (5) days of vacation time in the prior calendar year.

D. Sick Leave

Employee shall accrue sick leave at the rate of one (1) day per month on a per pay period basis. Sick Leave accrues to a maximum of 365 days. Employee shall have no right to cash out unused sick time upon resignation or termination. Sick leave may be used for the Employees' own illness or injury and/or medical appointments. One half of one year's sick leave (6 days) may be used annually to care for an immediate family member (parent, child or spouse/registered domestic partner) who is ill or injured.

E. Bereavement Leave

Employee will be granted bereavement leave with pay for up to three days upon the death of Employee's immediate family member.

F. Management Time Off

Employee will be granted up to ten (10) days per year of Management Time Off, with pay, by the PCAC Board of Directors. Management Time may not be cashed out or carried forward to the next calendar year.

G. Other Leaves

Employee will be granted Workers Compensation Leave, Family Leave, Jury Duty Leave, Witness Leave, and Military Leave in accordance applicable laws state and federal laws and regulations.

H. Auto Allowance

Employer shall provide to Employee an automobile allowance in the amount of \$200.00 per month during employment to compensate for business use of the Employees personal vehicle. The allowance is to compensate for all costs associated with such business use.

I. Medical, Life, and Dental Insurance

Employee shall be eligible to receive medical, life, and dental insurance provided to other PCAC employees in the regular course of business. PCAC will pay \$400 per month towards such insurance coverage for Employee.

J. Technology Allowance

Employee will be provided with a technology allowance of \$150.00 per month to assist in expenses which allow for a cell phone/smart phone, cable/telecommunication expenses, and other connectivity expenses that will assist Employee to perform his duties.

K. Retirement Plan

Employee may contribute toward a 403(b) tax-sheltered annuity plan, and Employer shall match Employee's contributions up to two (2) percent of Employee's base salary.

L. Educational Conference, Workshops, and Seminars

PCAC will pay conference registration (including reasonable travel and lodging expenses) and professional organization dues and subscriptions for participation in national, regional, state and local associations and organizations necessary or desirable for continued professional growth related to Employee's position. Such expenses must be approved by the PCAC Board of Directors in advance of the expenditures (if feasible), and shall not exceed \$3,000 per year.

Section 7: TERMINATION AND SEVERANCE PAY

A. Employee is an at-will employee and serves at the will and pleasure of the PCAC Board of Directors and may be terminated at any time without cause subject to the conditions of paragraphs B. and C. of this section.

B. In the event that Employee is terminated by the PCAC Board of Directors for reasons other than physical or mental incapacity, or those reasons noted in E. below, PCAC agrees to pay the employee a severance package equal to six (6) months of salary.

C. To be eligible for severance pay, as identified in paragraph B. of this section, Employee shall fulfill all of his obligations under this Agreement and shall sign an acknowledgment and release of claims against PCAC. Such acknowledgment and release appears as Attachment "B" to this Agreement.

D. All severance payments shall be paid within thirty (30) calendar days of the last date of employment.

E. Notwithstanding paragraphs A, B and C, above, if Employee is terminated due to resignation, insubordination, incapacity, dereliction of duty, addiction to a controlled substance or alcohol, conviction of a crime involving moral turpitude or involving personal gain to him, any felony or a breach of this Agreement, PCAC shall have no obligation to pay any severance provided in this section.

F. If Employee is convicted of a crime involving an abuse of his office, any cash settlement related to the termination of Employee, as provided and defined in Government Code Sections 53243 through 53244 that Employee may receive from City, and City funds provided for Employee's criminal defense, if any, shall be fully reimbursed to City.

G. At termination, Employee shall be paid for all earned, but unused, vacation time.

Section 8: **RESIGNATION**

Employee may resign at any time. Employee agrees to provide thirty (30) calendar days advance written notice of the effective date of his resignation

In the event Employee resigns, Employee shall be entitled to payment for earned but unused vacation time, but not eligible for severance pay as delineated in Section 7, paragraph B., above.

Section 9: **DISABILITY**

In the event of Employee's disability for a period of thirty (30) calendar days beyond any earned sick leave, PCAC shall have the option to terminate this Agreement. Nothing in this Section shall be construed to limit or restrict Employee's benefits or rights under Workers' Compensation or other applicable law. "Disability," as used in this section, means and refers to a physical or mental impairment because of which Executive is unable to perform Executive's essential job functions as required under this Agreement, with or without a reasonable accommodation by PCAC, and subject to any other legal requirements.

However, an employee terminated under this section is not eligible for severance pay as delineated in Section 7 of this Agreement.

In cases of disability, Employee shall be compensated for any earned, but unused, vacation leave.

Section 10: **GENERAL PROVISIONS**

A. **Notice**

Any notices required by this Agreement shall be in writing and either delivered in person or by first class, certified, return receipt requested US Mail with postage prepaid. Such notice shall be addressed as follows:

TO PCAC:

Chair, Pasadena Community Access Corporation Board of Directors
150 S. Los Robles Ave. #101
Pasadena, CA 91101

TO EMPLOYEE:

George Falardeau
Address on File in Personnel File

B. **Entire Agreement**

The text of this Agreement shall constitute the entire and exclusive agreement between the parties. All prior oral or written communications, understanding or agreements between the parties, not set forth herein, shall be superseded in total by this Agreement. No Amendment or modification to this Agreement may be made except by a written agreement signed by the Employee and PCAC and approved as to form by a representative of the City of Pasadena's City Attorney's office.

C. **Assignment**

This Agreement is not assignable by either PCAC or Employee.

D. **Severability**

In the event that any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the parties, the remainder of this Agreement shall remain in full force and effect unless the parts found to be void

are wholly inseparable from the remaining portions of this Agreement.

E. Effect of Waiver

The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions in this Agreement by the other party shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other time or times.

F. Jurisdiction

Any action to interpret or enforce the terms of this Agreement shall be held exclusively in a court of competent jurisdiction in Los Angeles County, California. Employee expressly waives any right to remove any such action from Los Angeles County.

G. Effective Date

This Agreement shall not become effective until it has been signed by Employee, and approved by the PCAC Board of Directors.

IN WITNESS WHEREOF, PCAC has caused this Agreement to be signed and executed in its behalf by its Board Chair, and executed by Employee.

Pasadena Community Access Corporation,
a non-profit public benefit corporation

By: _____
Gail Schaper-Gordon
Chair of the Board of Directors

Dated:

Approved as to form:

By: _____
Lesley Cheung
Deputy City Attorney

In signing this Agreement, Employee understands and agrees that his employment status is that of an at-will employee and that his rights to employment with the PCAC are governed by the terms and conditions of this Agreement rather than the ordinances, resolutions, and policies of the City of Pasadena and/or PCAC which might otherwise apply to employees of PCAC. Employee further acknowledges that he was given the opportunity to consult with an attorney prior to signing this Agreement.

Signed:

_____ Dated: _____
George Falardeau
Employee

ATTACHMENT A – Job Description
ATTACHMENT B – Separation Agreement

ATTACHMENT A

JOB DESCRIPTION

Position

Employee shall be the Executive Director for Employer with power and authority to manage and conduct the business of Employer, subject to review by the Board of Directors of Employer. The Executive Director shall assist the Board of Directors of Employer in developing policies and shall implement the policies set by the Board of Directors. Employee shall not, however, take any of the following actions on behalf of Employer without the prior approval of the Board of Directors or a standing committee of the Board, if assigned:

1. Borrow or obtain credit in any amount or execute any guaranty;
2. Expend funds for capital equipment in excess of budgeted expenditures for any calendar month;
3. Execute any contract or make any commitment for the purchase or sale of Employer's assets in excess of \$2,000.00;
4. Execute any lease of real or personal property; and
5. Exercise any discretionary authority over the management of employee welfare or pension benefit plan, or arrange the disposition of assets of any such plan.

Duties

Under the general direction of the Board of Directors of Employer, Employee shall be responsible for the operation and the general management of Employer's activities and services. Employee's specific duties and responsibilities shall include the following:

1. Give direction and leadership to the formulation and achievement of the organization's philosophy, mission, and its annual goals and objectives;
2. Work with the Board of Directors and staff to develop policies, procedures, and long-range strategic plans and implement the policies set by the Board of Directors;
3. Oversee administrative, financial, and program operations, and all personnel matters, including, but not limited to, design of staff organizational structure, hiring and firing responsibilities, etc.;
4. Prepare and, following Board approval, administer the Employer's annual budget;
5. Negotiate and ensure compliance with Employer's contracts;

6. Manage the overall operation of Employer's production facilities and equipment;
7. Establish and oversee training programs for PEG access development;
8. Maintain a close working relationship with representatives from the community;
9. Develop new and expanded sources of revenue;
10. Keep informed of trends, issues, events, and developments within the PEG access field through professional peer contacts, conference attendance, etc.
11. Perform such other duties and responsibilities as may be determined by the Board of Directors of Employer.

This contract entered into between the PCAC BoD and the ED is being executed with the understanding that the ED shall support and carry forward the organizational goals and priorities of PCAC. The following overarching goals and vision of the Board of Directors shall serve as the basis of an annual Work Plan that the ED develops and presents to the Board of Directors. These overarching goals and vision includes:

- Develop and implement a long-term diversified revenue and fund development plan to increase capacity and ensure financial sustainability of Pasadena Media/PCAC
- Develop and implement an ongoing and sustainable community outreach program that includes all City Council Districts, demographic groups and key entities/organizations to increase awareness, community input, participation and support of Pasadena Media
- Establish and implement the Community Advisory Committee per Pasadena Municipal Code 2.155.120 - Citizens advisory committee.
- Develop a strategic marketing and media outreach plan that promotes Pasadena Media's resources
- Leverage new and emerging content distribution and delivery platforms that benefits locally produced programming
- Develop an advanced media training program that support Pasadena Media's mission and provides new opportunities for possible employment by participants in the industry beyond Pasadena Media's operations.

ATTACHMENT B

SEPARATION AGREEMENT

ACKNOWLEDGEMENT AND RELEASE

This is to confirm that on this date I have received severance pay in the amount of \$ _____ pursuant to my employment Agreement with the Pasadena Community Access Corporation (PCAC). I acknowledge that, in accepting such severance pay, I am releasing PCAC, the City of Pasadena, its employees, officers and agents, from any and all claims of any kind or nature I had or may have had against PCAC or the City of Pasadena arising from my employment with the PCAC.

I further acknowledge that this Acknowledgement and Release releases PCAC and the City of Pasadena from and waives any claim I may have against PCAC or the City of Pasadena, its employees, officers and agents, stemming from my employment relationship, including the severance thereof, to the fullest extent permissible under the law.

I further acknowledge that this waiver extends to all claims, known and unknown, relative to my employment with and cessation of my employment with the PCAC. I specifically waive the application of Civil Code § 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

I have had the opportunity to consult with legal counsel relative to this Acknowledgement and Release. I have signed this letter voluntarily and willingly.

Dated: _____

Employee