

ADMINISTRATIVE AGENDA
BUDGET REVISIONS

1/17/12

REVENUE REVISIONS

Requires 4/5 Votes

Transfer No.1854 \$366,000 Total

General Services: Information Technology Services Fund 1915 -- Increase depreciation by \$366,000 due primarily to purchases that were unknown during budget preparation.

Transfer No.1947 \$18,000 Total

Public Health Department: Establish an \$18,000 fixed asset to replace a 10-ton air cooled condenser in the Public Health Laboratory.

Transfer No.1949 \$350,000 Total

Community Services and General Services: This budget revision establishes the transfers in the amount of \$350,000 necessary for the New Cuyama Rec Center Phase II.

Transfer No.1960 \$75,000 Total

Parks: Establish Fiscal Year 2011-12 budget authority of \$75,000 to pay for feasibility study of a water park at Cachuma Lake in Fund 0001, Cachuma Lake program (0703), project Cachuma Lake water park (8635) professional and special services line item (7460) from Development Fees Santa Ynez Fund 1406 (balance \$165,468).

Transfer No.1961 \$45,000 Total

General County Programs -- Recognize \$45,000 in additional grant funding from Cox Communications for Public, Educational and Government (PEG) channel access for the purpose of purchasing capital equipment and ongoing operations.

Contingency Fund Detail

1/17/2012

Beginning Balance (FIN), 07/01/11	\$826,121.00
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General Fund Contingency Transfers:

FY 11-12 Adopted Budget	Increase per FY 2011-12 Budget Principles	500,000.00
General County Programs- Libraries Budget Journal Entry #0001697	Increase the Library appropriation by \$351,743 using AB 1600 fees \$251,743 and Contingency \$100,000 to reimburse the City of Santa Maria for improvements at the new Orcutt Public Library	(112,000.00)

<u>Projected Ending Balance (FIN), 06/30/12</u>	\$1,214,121.00
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Budget Revision Request

BJE 0001854
Budget Journal Entry #

Gov. Code Sec. 29125 & 29130

JE
Related Journal Entry #

Subject / Title: Provide a **short description** for this budget revision request. For example: "Designate funds for zoning ordinance amendments" or "Distribute proceeds from sale of 2005 COPS".

General Services: Information Technology Services Fund 1915 - Increase depreciation by \$366,000 due primarily to purchases that were unknown during budget preparation.



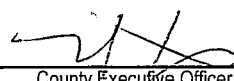
Justification: For all changes: explain what the change is for and why it is needed. Attach additional justification, board Letters or spreadsheet, if appropriate. When moving Appropriation: explain why it's available. When Revenue is adjusted: explain the reason for the increase or decrease. For adjustments to General Fund Contingency: explain why no other alternative funding source is available.

This Budget Revision Request increases depreciation by \$366,000 due primarily to purchases that were unknown during budget preparation. The source of this funding is from retained earnings.

Financial Summary

Increase or (Decrease) in Appropriation for / Uses:	Department / Fund 063 / 1915	Department / Fund /	Department / Fund /	Department / Fund /
Salaries & Benefits	00	00	00	00
Services & Supplies	00	00	00	00
Other Charges	366,000 00	00	00	00
Fixed Assets	00	00	00	00
Other Financing Uses	00	00	00	00
Intrafund Transfers	00	00	00	00
Reserve or Designation	00	00	00	00
Sources:				
Revenue	00	00	00	00
Other Financing Sources	00	00	00	00
Intrafund Transfers	00	00	00	00
Reserve or Designation	00	00	00	00
Effect on Contingency / RE	(366,000) 00	00	00	00

RECEIVED
 2011 OCT 31 AM 10:59
 AUDITOR CONTROLLER

Departmental Authorization	Auditor-Controller	CEO's Recommendation	Board of Supervisor's Action
 Department Head _____ Date <u>10/10/11</u>	Budget Journal Entry and Related Journal Entry if applicable Approved as to Accounting Form.  Auditor-Controller	<input checked="" type="checkbox"/> Approve <input type="checkbox"/> Disapprove Transfer/Revision in Accordance with Board Policy dated 8/3/93. <u>11/4/11</u> Date  County Executive Officer	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved Date _____ Agenda Item _____ Clerk of the Board of Supervisors

Budget Journal Entry

Document Number: BJE - 0001854
 Document Description: BRR to increase IT depreciation
 Post On: _____
 Batch ID: 1385218
 Created On: 10/10/2011 10:46:34 AM
 Processed On: _____
 Created By: Brian Duggan
 Processed By: _____

References

Audit Trail: _____

Accounting

Fund	Dept	GL Acct	LI Acct	Debit Amount	Credit Amount	Prog	OUnit	Proj	Budget Period	Description
1915	063	2530	7857		365,000.00	5500			201111	BRR to increase depreciation from R/E
1915	063	2420	9600	365,000.00		5500			201111	BRR to increase depreciation from R/E
			Total	365,000.00	365,000.00					

Signatures

Signed By: _____
 Signed On: 10/17/2011 10:34:00 AM
 Department/Agency: 063 - General Services

General Ledger Transactions

From 1/1/2011 to 11/7/2011

Selection Criteria: Fund = 1915; Department = 063; GLAccount = 2810; LineItemAccount = 8300,8301

Layout Options: Summarized By = Fund; Page Break At = Fund

Fund 1915 -- Information Technology Svcs

Document	Post On	Dept	GLAcct	LIAcct	Description	Debit	Credit
CLM - 0111517	1/6/2011	063	2810	8301	NEC 011-044 EOC Network Build Out 91124-30,35-36	93,659.58	0.00
CLM - 0114013	1/14/2011	063	2810	8301	Compuwave 011-040 Cab,Pwr Equip EOC Data Ctr-91118	20,366.18	0.00
CLM - 0114721	1/21/2011	063	2810	8301	NEC 011-048 (PT11-13) PHD DMZ Switch Upgrade-91123	5,394.01	0.00
CLM - 0114788	1/25/2011	063	2810	8301	Technologent-EMC Hardware&Software Support-86787	109,100.08	0.00
CLM - 0115997	1/27/2011	063	2810	8301	Network Hdwr 011-056 Cisco 7206VXR Switch #91137	6,028.33	0.00
JE - 0038913	2/15/2011	063	2810	8301	Compuwave 011-040 Cab,Pwr Equip EOC Data Ctr-91118	0.00	20,366.18
JE - 0038929	2/15/2011	063	2810	8301	NEC 011-044 EOC Network Build Out 91124-30,35-36	0.00	8,971.00
JE - 0038929	2/15/2011	063	2810	8301	NEC 011-044 EOC Network Build Out 91124-30,35-36	0.00	93,659.58
JE - 0038929	2/15/2011	063	2810	8301	Network Hdwr 011-056 Cisco 7206VXR Switch #91137	0.00	6,028.33
JE - 0038929	2/15/2011	063	2810	8300	NEC 011-044 EOC Network Build Out 91124-30,35-36	8,971.00	0.00
JE - 0038929	2/15/2011	063	2810	8300	NEC 011-044 EOC Network Build Out 91124-30,35-36	93,659.58	0.00
JE - 0038929	2/15/2011	063	2810	8300	Network Hdwr 011-056 Cisco 7206VXR Switch #91137	6,028.33	0.00
JE - 0038999	2/16/2011	063	2810	8300	Network Hdwr 011-056 Cisco 7206VXR Switch #91137	0.00	6,028.33
JE - 0038999	2/16/2011	063	2810	8300	Network Hdwr 011-056 Cisco 7206VXR Switch #91137	6,028.33	0.00
CLM - 0119283	2/17/2011	063	2810	8300	Lanspeed-3 ea DL580 G7 Servers WebEOC Project	63,782.29	0.00
DJE - 0017265	2/22/2011	063	2810	8301	Technologent Sales Tax Refund on Tag 86787	0.00	1,648.22
JE - 0039035	2/22/2011	063	2810	8300	Lanspeed 3 ea DL580 G7 Servers WebEOC Project	0.00	63,782.29
CLM - 0126240	4/6/2011	063	2810	8301	CompuCom WIN SVR DATACTR Lic for Tag 91115	3,595.55	0.00
CLM - 0126240	4/6/2011	063	2810	8301	CompuCom WIN SVR DATACTR Lic for Tag 91116	3,595.55	0.00
CLM - 0126240	4/6/2011	063	2810	8301	CompuCom WIN SVR DATACTR Lic for Tag 91117	3,595.55	0.00
CLM - 0126177	4/12/2011	063	2810	8301	NEC 011-065 Cisco C3560G DMZ Switch Tag 91140	5,289.21	0.00
CLM - 0126177	4/12/2011	063	2810	8301	NEC 011-065 Cisco C3560G DMZ Switch Tag 91141	5,289.21	0.00
CLM - 0126177	4/12/2011	063	2810	8301	NEC 011-065 Cisco C3560G DMZ Switch Tag 91142	5,289.22	0.00
CLM - 0129210	4/26/2011	063	2810	8301	CompuCom - 6 ea WIN SVR DATACTR 1 PROC T for EOC	12,943.98	0.00
CLM - 0130256	5/9/2011	063	2810	8301	NEC FP28408 Cisco C3560X-48T (PT11-19) Tag 91121	4,911.62	0.00
CLM - 0133250	5/20/2011	063	2810	8300	Compuwave-EOC ESX Licensing VMWARE (4-90601)	6,174.34	0.00
CLM - 0133250	5/20/2011	063	2810	8300	Compuwave-EOC ESX Licensing VMWARE (4-90602)	6,174.34	0.00
CLM - 0133250	5/20/2011	063	2810	8300	Compuwave-EOC ESX Licensing VMWARE (4-90603)	6,174.34	0.00
JE - 0046372	5/20/2011	063	2810	8301	CompuCom - 6 ea WIN SVR DATACTR 1 PROC for EOC	0.00	12,943.98



County of Santa Barbara, FIN

Last Updated: 11/7/2011 3:37 AM

General Ledger Transactions

From 1/1/2011 to 11/7/2011

Selection Criteria: Fund = 1915; Department = 063; GLAccount = 2810; LineItemAccount = 8300,8301

Layout Options: Summarized By = Fund; Page Break At = Fund

Fund 1915 -- Information Technology Svcs

Document	Post On	Dept	GLAcct	LIAcct	Description	Debit	Credit
JE - 0046372	5/20/2011	063	2810	8300	CompuCom - 6 ea WIN SVR DATACTR 1 PROC for EOC	12,943.98	0.00
JE - 0046376	5/25/2011	063	2810	8301	NEC FP28408 Cisco C3560X-48T (PT11-19) Tag 91121	0.00	4,911.62
JE - 0046376	5/25/2011	063	2810	8301	NEC FP28408 Cisco C3560X-48T (PT11-19) Tag 91121	4,911.62	0.00
JE - 0047574	6/9/2011	063	2810	8301	NEC 011-055 6506E Chassis & Blade Cisco Trade	12,292.99	0.00
CLM - 0136160	6/10/2011	063	2810	8301	Compuwave-KVM Svr Console Switch Tag 91151 (11-16)	2,081.85	0.00
CLM - 0136160	6/10/2011	063	2810	8301	Compuwave-KVM Svr Console Switch Tag 91152 (11-16)	2,081.84	0.00
CLM - 0136269	6/10/2011	063	2810	8301	NEC 011-055 6506E Chassis & Blade 91138,39,43,44	118,738.68	0.00
CLM - 0136731	6/16/2011	063	2810	8301	NEC FP28874 Cisco C2960S-48TS (PT11-20) Tag 91150	2,377.29	0.00
JE - 0048573	6/24/2011	063	2810	8300	NEC 011-044 6 ea Wireless Access Points EOC	0.00	3,138.39
CLM - 0139386	6/30/2011	063	2810	8300	NEC 011-044 WS-C2960S-48FPD-L Tag 91124	7,486.24	0.00
CLM - 0139386	6/30/2011	063	2810	8300	NEC 011-044 WS-C2960S-48FPD-L Tag 91125	7,486.24	0.00
CLM - 0139386	6/30/2011	063	2810	8300	NEC 011-044 WS-C2960S-48FPD-L Tag 91126	7,486.24	0.00
CLM - 0140115	6/30/2011	063	2810	8301	CompuCom DSS NetMotion Geo Redundancy Project	32,856.54	0.00
CLM - 0140630	6/30/2011	063	2810	8301	Node grids & licenses	314,412.73	0.00
JE - 0047319	6/30/2011	063	2810	8300	Lanspeed 3 ea DL580 G7 Servers WebEOC Project	63,782.29	0.00
JE - 0049934	6/30/2011	063	2810	8301	Compuwave-KVM Svr Console Switch Tag 91151 (11-16)	0.00	2,081.85
JE - 0049934	6/30/2011	063	2810	8301	Compuwave-KVM Svr Console Switch Tag 91152 (11-16)	0.00	2,081.84
JE - 0049934	6/30/2011	063	2810	8300	Compuwave-KVM Svr Console Switch Tag 91151 (11-16)	2,081.85	0.00
JE - 0049934	6/30/2011	063	2810	8300	Compuwave-KVM Svr Console Switch Tag 91152 (11-16)	2,081.84	0.00
JE - 0049943	6/30/2011	063	2810	8301	NEC 011-055 6506E Chassis & Blade 91138,39,43,44	0.00	118,738.68
JE - 0049943	6/30/2011	063	2810	8301	NEC 011-055 6506E Chassis & Blade Cisco Trade	0.00	12,292.99
JE - 0049943	6/30/2011	063	2810	8301	NEC 011-055 6506E Chassis & Blade 91138,39,43,44	118,738.68	0.00
JE - 0049943	6/30/2011	063	2810	8301	NEC 011-055 6506E Chassis & Blade Cisco Trade	12,292.99	0.00
CLM - 0142949	7/20/2011	063	2810	8301	NEC FT-054 Cisco 1941/K9 Tag 91155	2,371.54	0.00
CLM - 0143903	7/27/2011	063	2810	8301	NEC FT-064 Cisco WS-C3560G-48 (PT11-20) Tag 91154	5,211.84	0.00
CLM - 0143909	7/27/2011	063	2810	8301	NEC FT-035 Catalyst 6500 24-port GigE ModTag 91153	9,855.32	0.00
CLM - 0145974	8/10/2011	063	2810	8301	TDS-Move EMC Equipment to EOC from basement	3,700.00	0.00
CLM - 0146911	8/17/2011	063	2810	8301	Lanspeed HP Proliant DL360 G7 Server Tag 90605	8,850.89	0.00

General Ledger Transactions

From 1/1/2011 to 11/7/2011

Selection Criteria: Fund = 1915; Department = 063; GLAccount = 2810; LineItemAccount = 8300,8301
 Layout Options: Summarized By = Fund; Page Break At = Fund

Fund 1915 -- Information Technology Svcs

Document	Post On	Dept	GLAcct	LIAcct	Description	Debit	Credit
CLM - 0146911	8/17/2011	063	2810	8301	Lanspeed HP Proliant DL360 G7 Server Tag 90606	8,850.89	0.00
CLM - 0146911	8/17/2011	063	2810	8301	Lanspeed HP Proliant DL360 G7 Server Tag 90607	8,850.89	0.00
CLM - 0146911	8/17/2011	063	2810	8301	Lanspeed HP Proliant DL360 G7 Server Tag 90608	8,850.88	0.00
CLM - 0147232	8/26/2011	063	2810	8301	FusionStorm-Final Documentation, Trng & DR Move	5,625.00	0.00
CLM - 0148945	9/1/2011	063	2810	8301	Compuwave-VMWare Lic/1 Yr Support Tag 90605A	925.64	0.00
CLM - 0148945	9/1/2011	063	2810	8301	Compuwave-VMWare Lic/1 Yr Support Tag 90606A	925.64	0.00
CLM - 0148945	9/1/2011	063	2810	8301	Compuwave-VMWare Lic/1 Yr Support Tag 90607A	925.64	0.00
CLM - 0148945	9/1/2011	063	2810	8301	Compuwave-VMWare Lic/1 Yr Support Tag 90608A	925.64	0.00
CLM - 0150489	9/14/2011	063	2810	8301	CompuCom-50 ea RSA Security Tag 90605B	2,128.40	0.00
CLM - 0150489	9/14/2011	063	2810	8301	CompuCom-50 ea RSA Security Tag 90606B	2,128.40	0.00
CLM - 0150489	9/14/2011	063	2810	8301	CompuCom-50 ea RSA Security Tag 90607B	2,128.40	0.00
CLM - 0150489	9/14/2011	063	2810	8301	CompuCom-50 ea RSA Security Tag 90608B	2,128.40	0.00
CLM - 0157063	10/31/2011	063	2810	8301	Compuwave-WS-C3560X-48T-S Tag 91156	4,468.39	0.00
CLM - 0157063	10/31/2011	063	2810	8301	Compuwave-WS-C3560X-48T-S Tag 91157	4,468.39	0.00
CLM - 0157063	10/31/2011	063	2810	8301	Compuwave-WS-C3560X-48T-S Tag 91158	4,468.39	0.00
CLM - 0157063	10/31/2011	063	2810	8301	Compuwave-WS-C3560X-48T-S Tag 91159	4,468.39	0.00
CLM - 0157063	10/31/2011	063	2810	8301	Compuwave-WS-C3750X-24T-S Tag 91160	3,903.78	0.00
CLM - 0157063	10/31/2011	063	2810	8301	Compuwave-WS-C3750X-24T-S Tag 91161	3,903.78	0.00
CLM - 0157063	10/31/2011	063	2810	8301	Compuwave-WS-C3750X-24T-S Tag 91162	3,903.78	0.00
CLM - 0157063	10/31/2011	063	2810	8301	Compuwave-WS-C3750X-24T-S Tag 91163	3,903.78	0.00
CLM - 0157063	10/31/2011	063	2810	8301	Compuwave-WS-C3750X-24T-S Tag 91164	3,903.79	0.00
CLM - 0157063	10/31/2011	063	2810	8301	Compuwave-WS-C3750X-24T-S Tag 91165	3,903.79	0.00
CLM - 0157063	10/31/2011	063	2810	8301	Compuwave-WS-C3750X-24T-S Tag 91166	3,903.79	0.00
Total Information Technology Svcs						1,319,767.97	356,673.28

V
49630 30 4321k

Budget Revision Request

BJE 0001947
Budget Journal Entry #

Gov. Code Sec. 29125 & 29130

JE
Related Journal Entry #

Subject / Title: Provide a *short description* for this budget revision request. For example: "Designate funds for zoning ordinance amendments" or "Distribute proceeds from sale of 2005 COPS".

Public Health Department: Establish an \$18,000 fixed asset to replace a 10-ton air cooled condenser in the Public Health Laboratory.

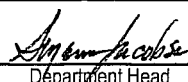


Justification: For all changes: explain what the change is for and why it is needed. Attach additional justification, board Letters or spreadsheet, if appropriate. When moving Appropriation: explain why it's available. When Revenue is adjusted: explain the reason for the increase or decrease. For adjustments to General Fund Contingency: explain why no other alternative funding source is available.

The Public Health Laboratory's air conditioning unit needs replacing rather than repairing. Parts are no longer available for repairing the current unit. Unexpended Services and Supply budget will be moved to the fixed asset account.

Financial Summary

Increase or (Decrease) in Appropriation for / Uses:	Department / Fund 041 / 0042	Department / Fund /	Department / Fund /	Department / Fund /
Salaries & Benefits	00	00	00	00
Services & Supplies	(18,000) 00	00	00	00
Other Charges	00	00	00	00
Fixed Assets	18,000 00	00	00	00
Other Financing Uses	00	00	00	00
Intrafund Transfers	00	00	00	00
Reserve or Designation	00	00	00	00
Sources:				
Revenue	00	00	00	00
Other Financing Sources	00	00	00	00
Intrafund Transfers	00	00	00	00
Reserve or Designation	00	00	00	00
Effect on Contingency / RE	- 00	00	00	00

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 2011 DEC 21 AM 9 08
 AUDITOR CONTROLLER

Departmental Authorization	Auditor-Controller	CEO's Recommendation	Board of Supervisor's Action
 Department Head Date 12/19/2011	Budget Journal Entry and Related Journal Entry if applicable Approved as to Accounting Form.  Auditor-Controller	<input checked="" type="checkbox"/> Approve <input type="checkbox"/> Disapprove Date: 12/23/11 Transfer/Revision in Accordance with Board Policy dated 8/3/93.  County Executive Officer	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved Date Agenda Item Clerk of the Board of Supervisors

Budget Journal Entry

Document Number: BJE - 0001947 Batch ID: 1408094 Created On: 12/16/2011 3:48:49 PM
 Document Description: PH Laboratory Fixed Asset Processed On: Created By: Stacy Covarrubias
 Post On: Processed By:

References

Audit Trail: PH lab

Accounting

Fund	Dept	GL Acct	LI Acct	Debit Amount	Credit Amount	Prog	OUnit	Proj	Budget Period	Description
0042	041	2530	7469	18,000.00		1570			201206	Move for PH Lab Fixed Asset - Air Conditioner
0042	041	2530	8200		18,000.00	1480			201206	PH Lab Fixed Asset - Air Conditioner
			Total	18,000.00	18,000.00					

Signatures

Signed By	Signed On	Department/Agency
Stacy Covarrubias	12/16/2011 4:29:13 PM	041 - Public Health
Suzanne Jacobson	12/19/2011 3:14:03 PM	041 - Public Health

Budget Revision Request

Gov. Code Sec. 29125 & 29130

JE
Related Journal Entry #

Subject / Title: Provide a **short description** for this budget revision request to increase/transfer/cancel appropriations. For example: "Establish (or increase) appropriation of \$xx,xxx funded by unanticipated revenue", or "Transfer appropriations of \$xx,xxx from (object level) to (object level)", or "Cancel (or decrease) appropriation of \$xx,xxx due to unrealized revenue".

Community Services and General Services: This budget revision establishes the transfers in the amount of \$350,000 necessary for the New Cuyama Rec Center Phase II.

Justification: For all changes: explain what the change is for and why it is needed. Attach additional justification, board letters or spreadsheet, if appropriate. **When moving Appropriation:** explain why it's available. **When Revenue is adjusted:** explain the reason for the increase or decrease. **For adjustments to General Fund Contingency:** explain why no other alternative funding source is available.

This budget revision request will establish the transfer accounts to fund the New Cuyama Rec Center Phase II (Project #8733). This renovation effort consists of the replacement of exterior windows, entrance canopy, roofing, indoor & exterior lighting as well as a game room and mezzanine refinish. The source of this funding is a grant from the Community Services Department.

Financial Summary

	Department / Fund or Capital Project 055 / 0064	Department / Fund or Capital Project 063 / 0030 / 8733	Department / Fund or Capital Project /	Department / Fund or Capital Project /
Increase or (Decrease) in Appropriation for / Uses:				
Salaries & Benefits	00	00	00	00
Services & Supplies	(350,000) 00	00	00	00
Other Charges	00	00	00	00
Fixed Assets	00	350,000 00	00	00
Other Financing Uses	350,000 00	00	00	00
Intrafund Transfers	00	00	00	00
Fund Balance Components	00	00	00	00
Sources:				
Revenue	00	00	00	00
Other Financing Sources	00	350,000 00	00	00
Intrafund Transfers	00	00	00	00
Fund Balance Components	00	00	00	00
Effect on Contingency / RE	00	00	00	00

Departmental Authorization	Auditor-Controller	CEO's Recommendation	Board of Supervisor's Action
[Signature] 12/22/11 Department Head Date [Signature] 12/28/11 Department Head Date Department Head Date	Budget Journal Entry and Related Journal Entry if applicable Approved as to Accounting Form. [Signature] Auditor-Controller	<input checked="" type="checkbox"/> Approve <input type="checkbox"/> Disapprove 1/4/12 Date Transfer/Revision in Accordance with Board Policy dated 8/3/93. [Signature] County Executive Officer	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved Date Clerk of the Board of Supervisors

Budget Journal Entry

Document Number: BJE - 0001949
 Document Description: New Cuyama Rec Center Phase II
 Post On: _____
 Batch ID: 1409029
 Created On: 12/21/2011 8:04:27 AM
 Processed On: _____
 Created By: Brian Duggan
 Processed By: _____

References

Audit Trail: _____

Accounting

Fund	Dept	GL Acct	LI Acct	Debit Amount	Credit Amount	Prog	OUnit	Proj	Budget Period	Description
0030	063	2420	5911	350,000.00		1930		8733	201201	New Cuyama Rec Phase II
0030	063	2530	8700		350,000.00	1930		8733	201201	New Cuyama Rec Phase II
0064	055	2530	7671	350,000.00		6001	6200	09140	201201	New Cuyama Rec Phase II
0064	055	2530	7901		350,000.00	6001	6200	09140	201201	New Cuyama Rec Phase II
Total				700,000.00	700,000.00					

Signatures

Signed By: _____ Signed On: _____ Department/Agency: _____
 Brian Duggan 12/22/2011 4:18:22 PM 063 - General Services

Budget Revision Request

Gov. Code Sec. 29125 & 29130

Subject / Title: Provide a short description for this budget revision request. For example: "Designate funds for zoning ordinance amendments" or "Distribute proceeds from sale of 2005 COPS".

Parks: Establish Fiscal Year 2011-12 budget authority of \$75,000 to pay for feasibility study of a water park at Cachuma Lake in Fund 0001, Cachuma Lake program (0703), project Cachuma Lake water park (8635) professional and special services line item (7460) from Development Fees Santa Ynez Valley Fund 1406 (balance \$165,468).

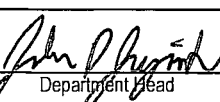

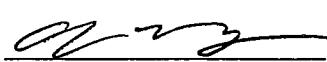
Justification: For all changes: explain what the change is for and why it is needed. Attach additional justification, board Letters or spreadsheet, if appropriate. When moving Appropriation: explain why it's available. When Revenue is adjusted: explain the reason for the increase or decrease. For adjustments to General Fund Contingency: explain why no other alternative funding source is available.

This Budget Revision Request will establish budget of \$75,000 to pay for feasibility study of a water park at Cachuma Lake in Fund 0001, Cachuma Lake program (0703) professional and special services line item (7460) from Development Fees Santa Ynez Valley Fund 1406 (balance \$165,468). A water park at Cachuma Lake is conceptual at this point. These funds simply provide funding for a feasibility study. It is envisioned that the development of the water park has the potential to generate needed revenue, provide an additional recreation component and become a regional attraction at Cachuma Lake.

Financial Summary

	Department / Fund 052 / 0001	Department / Fund /	Department / Fund /	Department / Fund /
Increase or (Decrease) in Appropriation for / Uses:				
Salaries & Benefits	00	00	00	00
Services & Supplies	75,000 00	00	00	00
Other Charges	00	00	00	00
Fixed Assets	00	00	00	00
Other Financing Uses	00	00	00	00
Intrafund Transfers	00	00	00	00
Reserve or Designation	00	00	00	00
Sources:				
Revenue	75,000 00	00	00	00
Other Financing Sources	00	00	00	00
Intrafund Transfers	00	00	00	00
Reserve or Designation	00	00	00	00
Effect on Contingency / RE	00	00	00	00

2012 JAN 4 PM 10 20
 RECEIVED
 AUDITOR CONTROLLER

Departmental Authorization  Department Head Date 1/4/2011	Auditor-Controller Budget Journal Entry and Related Journal Entry if applicable Approved as to Accounting Form.  Auditor-Controller	CEO's Recommendation <input checked="" type="checkbox"/> Approve <input type="checkbox"/> Disapprove Date 1/4/11 Transfer/Revision in Accordance with Board Policy dated 8/3/93.  County Executive Officer	Board of Supervisor's Action <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved Date Agenda Item Clerk of the Board of Supervisors
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Budget Journal Entry

Document Number: BJE - 0001960
 Document Description: Cachuma Waterpark Study
 Post On: _____
 Batch ID: 1411430
 Processed On: _____
 Processed By: _____
 Created On: 1/3/2012 3:24:47 PM
 Created By: Stephen Williams

References

Audit Trail: JE0056246

Accounting

Fund	Dept	GL Acct	LI Acct	Debit Amount	Credit Amount	Prog	OUnit	Proj	Budget Period	Description
0001	052	2420	5305	75,000.00		0703		8635	201201	Development Fees Santa Ynez Valley Cach Wtrprk
0001	052	2530	7460		75,000.00	0703		8635	201201	Development Fees Santa Ynez Valley Cach Wtrprk
			Total	75,000.00	75,000.00					

Signatures

Signed By: _____ Signed On: _____ Department/Agency: _____
 John Jayasinghe 1/3/2012 3:50:30 PM 057 - Community Services

Journal Entry

Document Number: JE - 0056246
 Document Description: Cachuma Lake Waterpark Feasibility BRR
 Post On:
 Batch ID: 1399919
 Created On: 11/22/2011 10:35:38 AM
 Processed On:
 Created By: Nicole Koon
 Processed By:

References

Audit Trail: BJE0001923 Cash Type: I - Interfund

Accounting

Fund	Dept	GL Acct	LI Acct	Debit Amount	Credit Amount	Prog	OUnit	Proj	Act	Area	Equip	Depositor	Description
1406		1332		22,514.29									Development Fees Santa Ynez Valley to Cach Wtrprk.
1406		0110			22,514.29								Development Fees Santa Ynez Valley to Cach Wtrprk.
0001		0110		22,514.29									Development Fees Santa Ynez Valley to Cach Wtrprk.
0001	052	2710	5305		22,514.29	0703		8635					Development Fees Santa Ynez Valley to Cach Wtrprk.
Total				45,028.58	45,028.58								

Signatures

Signed By: _____ Signed On: _____ Department/Agency: _____

Nicole Koon 11/30/2011 10:48:19 AM 052 - Parks

Budget Revision Request

BJE-0001961
Budget Journal Entry #

Gov. Code Sec. 29125 & 29130

JE
Related Journal Entry #

Subject / Title: Provide a *short description* for this budget revision request. For example: "Designate funds for zoning ordinance amendments" or "Distribute proceeds from sale of 2005 COPS".

General County Programs-Recognize \$45,000 in additional grant funding from Cox Communications for Public, Educational and Government (PEG) channel access for the purpose of purchasing capital equipment and ongoing operations.

Justification: For all changes: explain what the change is for and why it is needed. Attach additional justification, board Letters or spreadsheet, if appropriate. When moving Appropriation: explain why it's available. When Revenue is adjusted: explain the reason for the increase or decrease. For adjustments to General Fund Contingency: explain why no other alternative funding source is available.

This budget revision request recognizes \$45,000 in grant funding from Cox Communications in the Public and Educational Access Fund 0040, per the terms of the Memorandum of Understanding approved by the Board of Supervisors on November 1, 2011. Santa Barbara Channels (the entity responsible for the operation and management of the South Coast Regional Arts, Community, Culture and K-12 Education Access Channel) will use the funds to purchase capital equipment (\$42,000) and fund ongoing operations (\$3,000).

Financial Summary

Increase or (Decrease) in Appropriation for / Uses:	Department / Fund	Department / Fund	Department / Fund	Department / Fund
	990 / 0040	/	/	/
Salaries & Benefits	00	00	00	00
Services & Supplies	00	00	00	00
Other Charges	45,000 00	00	00	00
Fixed Assets	00	00	00	00
Other Financing Uses	00	00	00	00
Intrafund Transfers	00	00	00	00
Reserve or Designation	00	00	00	00
Sources:				
Revenue	45,000 00	00	00	00
Other Financing Sources	00	00	00	00
Intrafund Transfers	00	00	00	00
Reserve or Designation	00	00	00	00
Effect on Contingency / RE	<u>- 00</u>	<u>00</u>	<u>00</u>	<u>00</u>

Departmental Authorization Jette Y. Christianson 1-4-12 Department Head Date _____ Department Head Date _____ Department Head Date _____	Auditor-Controller Budget Journal Entry and Related Journal Entry if applicable Approved as to Accounting Form. Theo Lallot 1-4-12 Auditor-Controller	CEO's Recommendation <input checked="" type="checkbox"/> Approve <input type="checkbox"/> Disapprove 1/4/12 Date Transfer/Revision in Accordance with Board Policy dated 8/3/93. _____ County Executive Officer	Board of Supervisor's Action <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved _____ Date _____ Agenda Item _____ Clerk of the Board of Supervisors
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Budget Journal Entry

Document Number: BJE - 0001961
 Document Description: Cox Communications funding for Govt Access
 Post On:

Batch ID: 1411850
 Processed On:
 Processed By:

Created On: 1/4/2012 1:59:42 PM
 Created By: Jette Christiansson

References

Audit Trail:

Accounting

Fund	Dept	GL Acct	LI Acct	Debit Amount	Credit Amount	Prog	QUnit	Proj	Budget Period	Description
0040	990	2420	5909	45,000.00		4110			201201	Recognize Cox Comm grant funding for SB Channels
0040	990	2530	7860		45,000.00	4110			201201	Recognize Cox Comm grant funding for SB Channels
			Total	45,000.00	45,000.00					

Signatures

Signed By: Jette Christiansson
 Signed On: 1/4/2012 2:09:32 PM
 Department/Agency: 012 - County Executive Office



Cox Communications
5651 Copley Drive
San Diego, CA 92110

December 14, 2011

Mr. Bob Nisbet
Director, General Services
County of Santa Barbara
105 East Anapamu Street
Santa Barbara, CA 93101

Dear Mr. Nisbet,

Thank you for your assistance in reaching a mutually beneficial agreement to enhance the Public, Educational, and Government (PEG) access channels in Santa Barbara County. We believe by providing our customers and your constituents with extensive advance notice, we will avoid any disruption in the use of these channels. The County of Santa Barbara Government Access Channel will be moved by or before January 10, 2012. We will follow up with you on a plan to communicate the transition to our customers and your constituents.

While we look forward to the full transition of all our channels to digital in the future, the transition of the PEG channel to digital will provide customers with improved reception and allow us to provide an even more robust and complete line-up of channels and services through improved utilization of system bandwidth. While it is impossible to predict a future event such as the full transition to digital, we believe that we have adequately captured the intent and understanding of the obligations and requirements that will be met whenever it occurs.

Enclosed with this letter is a check in the amount of \$45,000; providing \$3,000 for operations and management of the County of Santa Barbara Government Access Channel and \$42,000 for capital requirements.

Again, thank you for your cooperation as we work toward a bright digital future in the County of Santa Barbara.

Sincerely,

Sam Attisha
Vice President, Business Development & Public Affairs



BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Department Name: General Services
Department No.: 063
For Agenda Of: 11/1/2011
Placement: Administrative
Estimated Tme: N/A
Continued Item: No
If Yes, date from: N/A
Vote Required: Majority

TO: Board of Supervisors

FROM: General Services Bob Nisbet, Director (560-1011)

Contact Info:

SUBJECT: A Memorandum of Understanding between the County of Santa Barbara, the Cities of Carpinteria, Goleta, Santa Barbara, and CoxCom, LLC to allow early conversion of Public, Education, and Government (PEG) channels to digital format.

County Counsel Concurrence

As to form: yes

Other Concurrence: N/A

Auditor-Controller Concurrence

As to form: Yes

Recommended Actions:

That Board of Supervisors:

- a) Authorize the Chair to execute the attached Memorandum of Understanding (MOU) between the County of Santa Barbara, the Cities of Carpinteria, Goleta, Santa Barbara ("collectively the Local Governments") and CoxCom, LLC. ("Cox"); and
- b) Find that the proposed action is for the operation, franchising or licensing of existing structures, facilities, or mechanical equipment, involving negligible or no expansion of use beyond that which presently exists, further find that the proposed action is therefore exempt from CEQA pursuant to 14 CCR 15301, and approve the filing of a Notice of Exemption on that basis.

Summary Text:

Cox approached the County and the three South Coast cities a little over a year ago with a proposal to convert the PEG channels to a digital format in order to free up bandwidth for additional digital channels. Initially, their proposal included the possibility of the County's government access channel (Channel 20) moving to a different number. This action was vehemently opposed by staff and Cox modified their proposal so that Channel 20 would not change. From these initial conversations, the idea of an MOU between the four government entities and Cox to summarize the terms and conditions of their proposal for early digital conversion was borne.

The highlights of the MOU are as follows:

- During the interim period prior to full digital conversion, the majority of the South Coast PEG channels stay together at their existing channels. The two educational channels managed by SB Channels and UCSB must move to Channels 71 and 72.
- Following the completion of full digital conversion that is scheduled to occur on or before December 31, 2012, all PEG channels will be in a consecutive block between Channel 15 and Channel 23.
- Cox has agreed to perform an extensive marketing effort to inform their customers of channels that are being relocated.
- Cox is providing an equipment grant in the amount of \$42,000 to SB Channels (the non-profit entity that manages the educational and public access channels on the South Coast).
- There is minimal impact to the County from this MOU.

Fiscal and Facilities Impacts:

None.

Staffing Impacts:

None

Special Instructions:

Please return a fully executed duplicate original MOU and the Stamped Minute Order to Bob Nisbet, Director of General Services.

Attachments:

MOU

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is effective on this ___ day of ____, 2011 by and between the Cities of Carpinteria, Goleta, Santa Barbara and the County of Santa Barbara ("collectively the Local Governments") and CoxCom, LLC. ("Cox").

WHEREAS, Carpinteria, Goleta, and the County of Santa Barbara have each granted a Franchise ("Local Franchises") to Cox.

WHEREAS, Cox is providing cable services to the City of Santa Barbara pursuant to a state video franchise ("State Franchise") issued by the California Public Utilities Commission pursuant to the Digital Infrastructure and Video Competition Act ("DIVCA").

WHEREAS, pursuant to the existing State and Local Franchise Agreements granted to Cox, Cox is obligated to provide a minimum of six (6) analog channels for public, educational, and government ("PEG") access purposes in a consecutive or near consecutive block of channels.

WHEREAS, pursuant to the existing Local Franchises, Cox is obligated to transition the analog PEG channels to a digital format at any time *after* Cox has converted its entire cable system from analog to fully digital format, upon six (6) months written notice by the Local Government(s).

WHEREAS, pursuant to the State and Local Franchise Agreements, Cox must deliver all PEG channels to subscribers without any additional expense over the cost of basic service and without the need for any equipment other than that necessary to receive the lowest cost tier of service.

WHEREAS, Cox has approached each of the Local Governments requesting an early transition of the PEG access channels from analog to digital format prior to the conversion of

its entire cable system to digital format as permitted by the franchises granted by the Local Governments.

WHEREAS, South Coast cable subscribers have become accustomed to receiving the PEG access channels on certain channel numbers and changes to those numerical locations may be cause for potential loss of viewership and disruption to the public.

WHEREAS, the University of California at Santa Barbara has approached Cox and each of the Local Governments requesting a higher educational access channel.

WHEREAS, pursuant to the existing Local Franchises granted to Cox by the Local Governments, Cox is obligated to provide two digital PEG access channels for each analog PEG channel at such time as the complete conversion of the cable system from analog to digital format occurs.

WHEREAS, the Local Governments are willing to permit Cox to implement an early transition of PEG channels from analog to digital format under certain terms and conditions.

WHEREAS, the parties intend this MOU to express their mutual agreement with regard to those terms and conditions.

NOW, THEREFORE, in consideration of the Local Governments permitting the PEG access channels to be converted from analog to digital format prior to the full conversion of the cable system to digital format, the parties agree as follows:

SECTION 1. TERMS AND CONDITIONS FOR EARLY ANALOG TO DIGITAL TRANSITION OF PEG ACCESS CHANNELS

1.1 Between the date upon which Cox completes the early digital conversion of the PEG access channels and the date that Cox completes the full digital transition of the cable system (which full digital conversion is estimated by Cox to occur on or before December 31, 2012) the PEG access channels shall be located on the following channel numbers.

- Channel 17 South Coast Regional Public Access
- Channel 18 City of Santa Barbara Government Access
- Channel 19 City of Goleta Government Access
- Channel 20 Santa Barbara County Government Access
- Channel 21 City of Carpinteria Government
- Channel 71 South Coast Regional Arts, Community, Culture and K-12 Education Access (operated by Santa Barbara Channels), formerly Channel 21, to be moved temporarily to Channel 71.
- Channel 72 University of California Santa Barbara Post Secondary Educational Access

1.2. After Cox has completed the transition of its cable system to fully digital, which is anticipated by Cox to occur on or before December 31, 2012, the PEG standard digital television (SDT) channels shall be located on the following numbers in a consecutive block of channels:

- Channel 17 South Coast Regional Public Access
- Channel 18 City of Santa Barbara Government Access
- Channel 19 City of Goleta Government Access
- Channel 20 Santa Barbara County Government Access
- Channel 21 City of Carpinteria Government Access
- Channel 22 South Coast Regional Arts, Community, Culture and K-12 Education Access (operated by Santa Barbara Channels), formerly Channel 21, moved temporarily to Channel 50.
- Channel 23 University of California Santa Barbara Post Secondary Educational Access

After Cox has completed the full digital transition, the PEG standard digital television (SDT) channels shall not be located at numerical locations that differ from those listed above without the approval of the affected Local Governments, in consultation with the University of California Santa Barbara ("UCSB"), and Santa Barbara Channels.

The parties to this Agreement acknowledge that for technical reasons Cox may not be able to position the two educational access channels on Channels 22 and 23 after the full digital transition. The Local Governments agree that Cox may reposition the two educational channels on Channels 15-16 (as a replacement for the Channels 22-23).

However, if Cox seeks to relocate the two educational access channels to channels other than Channels 15-16 or 22-23 it must notify the Local Governments, Santa Barbara Channels, and University of California Santa Barbara at least six (6) months prior to the full digital conversion. Cox shall submit a written explanation of the need to relocate the channels and propose alternative channel locations for the two educational access channels that are consistent with the Local Franchises. Nothing in this Agreement obligates the Local Governments to agree to such repositioning.

1.3 Pursuant to its State and Local Franchise Agreements, Cox shall deliver all PEG access channels -- whether in analog or digital form -- to cable subscribers on the lowest cost tier of service and without any charges for additional equipment, should such equipment be necessary.

1.4 Pursuant to its Local Franchises, Cox is obligated to provide \$3,000 per relocated PEG channel to the designated PEG channel management entity. Therefore, pursuant to this MOU:

a. Cox shall provide \$3,000 to the City of Carpinteria for remarketing and rebranding of the City of Carpinteria Government Access Channel, no later than 30 days after the effective date of this Agreement.

b. Cox shall provide \$3,000 to Santa Barbara Channels (the entity responsible for the operation and management of the South Coast Regional Arts, Community, Culture and K-12 Education Access Channel, which is being moved to Channel 71 on the effective date of this MOU), no later than 30 days after the effective date of this Agreement and a second \$3,000 to Santa Barbara Channels no later than 30 days prior to the date that the South Coast Regional Arts, Community, Culture and K-12 Education Access Channel is moved to Channel 22 or 23 or 15 or 16.

c. Cox shall provide \$3,000 to the University of California Santa Barbara ("UCSB") to brand and market the interim location of the UCSB educational access channel on Channel 72 no later than 30 days after the effective date of this MOU. Cox shall provide a

second \$3,000 to UCSB to rebrand and remarket the new location of the UCSB Educational Access Channel no later than 30 days prior to the date that channel is moved to Channel 22 or 23 or 15 or 16.

d. Cox shall provide the City of Goleta \$3,000 for remarketing and rebranding of the Goleta Government Access Channel as a full time non-shared channel, no later than 30 days after the effective date of this Agreement.

1.5 Pursuant to the State and Local Franchise Agreements, Cox shall provide and maintain connections between its headend and all public, educational and governmental access facilities, wherever the same may be located, to permit PEG access content to be transmitted to the cable system headend for distribution to cable subscribers.

1.6 In order to avoid any possible loss of PEG channel services in locations with centralized, building-wide delivery of cable signals -- such as in local government and school buildings, retirement and senior citizen housing, and mobile home parks -- during the early transition or full digital transition:

a. Cox will coordinate with local government staff to determine if the digital channel mapping used by Cox will cause any issues in the delivery of PEG channels to government buildings with internal distribution systems. Cox will develop solutions to issues that may arise, implement those solutions, and provide any needed additional equipment without any charges to the affected local government entity (ies). Such solutions should be accomplished prior to interim migration to avoid any disruptions in service to local government buildings.

b. Cox will notify each school principal of the transition and coordinate with schools to address and solve any issues that may occur prior to the digital conversion.

c. Cox will notify bulk account holders of potential issues with internal distribution systems that may disrupt cable service as a result of the digital channel mapping. If requested by building manager or account holder, Cox will test the digital channel mapping in such buildings and resolve any issues that may arise to assure that PEG channels are viewable within the affected buildings.

1.7 Upon each occasion that any of the PEG access channels' numerical location is moved, Cox will, at no cost to the Local Governments or Santa Barbara Channels or the University of California, undertake a public outreach/marketing effort to inform both residential and business subscribers of the change in PEG access channel locations. The public outreach/marketing effort to be undertaken by Cox will include the following:

a. Thirty (30) days prior to the date when the PEG access channels will transition from analog to digital, Cox will place a color display ad in the Santa Barbara News Press and The Daily Sound.

b. A message on all customer bills starting 30 days prior to and running through 30 days after the transition date.

c. A direct mail postcard to all affected customers, twenty-one (21) days prior to the transition date.

d. A second direct mail postcard to all affected customers, seven (7) days prior to the transition date.

e. An information "crawl" on affected channels every 30 minutes, starting a week before the transition.

f. Two email blasts to customers with Cox data service, one delivered seven (7) days and a second delivered three (3) days prior to the transition.

g. Training of customer-facing field, telephone, and retail associates to assist customers through the transition in advance of the transition.

1.8 The City of Carpinteria Government Access Channel will be moved as a result of the early transition from analog to digital PEG channels. Therefore, as incentives to the City of Carpinteria, Cox agrees to provide the following at no cost to the City:

a. Cox will provide the City of Carpinteria with up to 20 hours per month of time on the "Free Zone" on-demand service for local government meetings and informational programs, until the natural end of the existing local Franchise (July 24, 2018). In order for the City programming to be carried on the Free Zone, each program must be encoded. Cox will encode four (4) hours per month of City programming free of charge. If the City wishes to

use the full 20 hours per month of Free Zone server time, Cox will provide a fully trained person to do the additional requested encoding (over and above the aforementioned free encoding time). The City will be responsible for paying the cost for this additional encoding time. Alternatively, Cox is willing to train an individual of the City's choosing to do the encoding at the Cox Santa Barbara facilities at which the encoding equipment is located. In this case, there would be no charge to the City for the use of the encoding equipment or Cox personnel to train this individual. Each of the programs provided to Cox by the City will remain available on the on-demand service for two months, provided that tapes of such meetings or programs are provided to Cox in a format and within timing parameters as reasonably designated by Cox.

b. Cox will provide videotaping services to the City for a "State of the City" program annually, should the City undertake to produce such a program, until the natural end of the existing local Franchise (July 24, 2018). The City agrees to be responsible for all the content of such a program and to work collaboratively with Cox regarding scheduling of taping and other logistics pursuant to the production of such programs.

c. Cox will provide an equipment grant to the City of Carpinteria to replace and update government access equipment in the amount of \$24,000, no later than 30 days after the effective date of this Agreement.

1.9 The City of Goleta will have a fully dedicated government access channel that will no longer be shared with another channel as a result of the early transition from analog to digital PEG channels, and Cox therefore agrees to provide the following as incentives to the City of Goleta at no cost to the City:

a. Cox will provide the City of Goleta with up to 20 hours per month of time on the Free Zone on-demand service for local government meetings and informational programs, until the natural end of the existing local Franchise (January 11, 2015). In order for the City programming to be carried on the Free Zone, each program must be encoded. Cox will encode three (3) hours of City programming per month free of charge. If the City wishes to use the full 20 hours per month of Free Zone server time, Cox will provide a fully trained person to do the additional requested encoding (over and above the aforementioned free

encoding time). The City will be responsible for paying the cost for this additional encoding time. Alternatively, Cox is willing to train an individual of the City's choosing to do the encoding at the Cox Santa Barbara facilities at which the encoding equipment is located. In this case, there would be no charge to the City for the use of the encoding equipment or Cox personnel to train this individual. Each of the programs provided to Cox by the City will remain available on the on-demand service for two months, provided that tapes of such meetings or programs are provided to Cox in a format and within timing parameters as reasonably designated by Cox.

b. Cox shall provide videotaping services to the City for two special event programs annually, should the City undertake to produce such programs, until the natural end of the existing local Franchise (January 11, 2015). The City agrees to be responsible for the content of such programs and to work collaboratively with Cox regarding scheduling of taping and other logistics pursuant to the production of such programs.

c. Cox will provide an equipment grant to the City of Goleta to replace and update government access equipment in the amount of \$21,000, no later than 30 days after the effective date of this Agreement.

1.10 Cox agrees to provide the following as incentives to the City of Santa Barbara:


a. Cox shall provide Institutional Network bandwidth and services pursuant to the same rates, terms, and conditions as those contained in Section Five of Ordinance 5244 as adopted by the City Council of the City of Santa Barbara on June 25, 2002 (see Exhibit A to this MOU), until December 31, 2017.

b. Cox shall continue to provide the complimentary cable drops and monthly service to the government and school buildings and locations that were receiving such services on December 1, 2010, in addition to any equipment necessary to receive the digital channels as identified in Section 1.6.A. of this Agreement, until December 31, 2017.

1.11 One of the access channels operated by Santa Barbara Channels ("SB Channels") on behalf of the Local Governments will be moved twice as a result of the early

transition of analog to digital PEG channels. Therefore, as incentives to SB Channels, Cox agrees to provide the following at no cost to SB Channels:

a. Cox will provide SB Channels with up to 12 hours per month of time on the Free Zone on-demand service for regional arts, community, and culture programs until July 24, 2018. In order for SB Channels programming to be carried on the Free Zone, each program must be encoded. Cox will encode three (3) hours of SB Channels programming per month free of charge. If SB Channels wishes to use the full 20 hours per month of Free Zone server time, Cox will provide a fully trained person to do the additional requested encoding (over and above the aforementioned free encoding time). SB Channels will be responsible for paying the cost for this additional encoding time. Alternatively, Cox is willing to train an individual of SB Channels choosing to do the encoding at the Cox Santa Barbara facilities at which the encoding equipment is located. In this case, there would be no charge to SB Channels for the use of the encoding equipment or Cox personnel to train this individual. Each of these programs will remain available on the on-demand service for two months, provided that tapes of such meetings or programs are provided to Cox in a format and within timing parameters as reasonably designated by Cox.

 b. Cox will provide an equipment grant to SB Channels to replace and update public and educational access equipment in the amount of \$42,000, no later than 30 days after the effective date of this Agreement.

1.12 Except for those terms associated with Section 1.10.a., Cox agrees to provide all of the services, incentives, and community benefits specified in Sections 1.1 through 1.10 free of any charges to the affected entities.

SECTION 2. RESERVATION OF RIGHTS

2.1 Nothing in this MOU diminishes or affects the existing and continuing commitments, duties, and obligations -- present, continuing, and future -- of Cox as embodied in the State and Local Franchise Agreements, and all provisions of the State and Local Franchises remain in full force and effect and are enforceable in accordance with their terms and consistent with applicable law.

2.2 Each party to this MOU, after consultation with its legal counsel as to the facts surrounding this MOU, concludes and agrees no consideration provided pursuant to this MOU can be construed to constitute a franchise fee, nor are any payments made under the terms of this MOU subject to any limitations on franchise fees under applicable law or in the Franchise Documents.

2.3 Neither this MOU nor the consent of the Local Governments to this MOU shall constitute a waiver or release by the Local Governments or Cox of any right that each may have with respect to Cox's compliance (or non-compliance) with the terms, conditions, requirements and obligations set forth in the State and Local Franchise Agreements. The Local Governments expressly reserve all rights they may have under applicable law to enforce the provisions of the Local Franchise Agreements. Cox expressly reserves any and all claims and defenses it may have to any such claim.

SECTION 3. MISCELLANEOUS PROVISIONS

3.1. This MOU constitutes the entire agreement of the parties with respect to the early transition of PEG channels from analog to digital transmission. No statements, promises or inducements inconsistent with this MOU made by any party shall be valid or binding, unless in writing and executed by all parties. This MOU may only be modified by written amendments hereto signed by all parties.

3.2. If any part, section, subsection, or other portion of this MOU or any application thereof to any person or circumstance is declared void, unconstitutional or invalid for any reason, such part, section, subsection or other portion, or the prescribed application thereof, shall be severable, and the remaining provisions of this MOU, and applications thereof not having been declared void, unconstitutional or invalid, shall remain in full force and effect.

3.3. Each signatory to this MOU represents that he or she has the authority to enter into this MOU.

3.4. This MOU is freely and voluntarily given by all of the parties, without any duress or coercion, and after each party has consulted with its counsel. Each party hereto has carefully and completely read all of the terms and provisions of this MOU.

3.5. This MOU shall be binding upon, and shall inure to the benefit of, the parties hereto and their successors in interest, assigns, personal representatives and heirs.

3.6. This MOU may be executed in several counterparts, each of which when so executed shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart.

3.7. The headings in this MOU are for convenience of reference only and are not a material part of this MOU. They shall not be used in determining the intent of the parties.

3.8. This MOU shall be governed by and construed, and the legal relations between the parties determined, in accordance with the laws of the State of California.

3.9. The Franchisee consents to venue and jurisdiction in the U.S. District Court for Central District of California and the Santa Barbara County Superior Court.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA

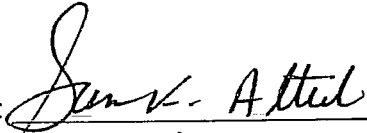
By: _____
Chair, COUNTY OF SANTA BARBARA

Date: _____

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

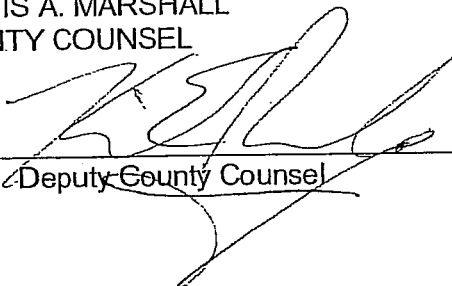
.COXCOM, LLC

By: _____
Deputy

By: 
Sam Attisha, Vice President

APPROVED AS TO FORM:
DENNIS A. MARSHALL
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: 
Deputy County Counsel

By: 
Deputy