

**AMENDMENT TO AGREEMENT**  
**BETWEEN THE CITY OF OCEANSIDE AND**  
**OCEANSIDE COMMUNITY SERVICE TELEVISION CORPORATION (KOCT)**

THIS AMENDMENT (hereinafter "Amendment"), dated September 3, 2025 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and OCEANSIDE COMMUNITY SERVICE TELEVISION CORPORATION, a California nonprofit corporation, hereinafter designated as "KOCT."

**RECITALS**

WHEREAS, the CITY and KOCT are the parties to that certain Agreement dated February 15, 2017, hereinafter referred to as the "Agreement," wherein KOCT agreed to provide certain services to the CITY as set forth therein;

WHEREAS, in January of 2022, the term of the Agreement was extended for a period of five years, from July 1, 2022 through June 30, 2027; and

WHEREAS, the parties desire to amend the Agreement to provide for various changes as set forth herein.

**AMENDMENT**

NOW, THEREFORE, the parties hereto do mutually agree that the Agreement shall be amended as follows:

1. The third sentence of Section 1. CABLE ACCESS RESPONSIBILITIES. Subsection C. is hereby amended to read as follows: "The City and KOCT shall, within thirty (30) days of execution of this agreement, and annually thereafter, establish a schedule of monthly meetings for the purpose of establishing preliminary broadcast dates, programming, production schedules, content outlines, and allocation of production responsibilities, including timing issues."

2. Section 3. SCOPE OF SERVICES. Subsection I. PROMOTION. is hereby amended to add the following sentence: "On or before November 1, 2025, KOCT will submit a proposed promotional action plan for review by City staff to maximize public awareness and engagement. The action plan shall include strategies to maximize social media exposure of content produced by KOCT on behalf of the city, including the use of live streaming platforms such as YouTube live"

3. Section 3. SCOPE OF SERVICES. Subsection J. PRODUCTION AND PROGRAMMING SERVICES. is hereby amended to read as follows:

“J. PRODUCTION AND PROGRAMMING SERVICES. Cable television production and programming services to the CITY shall be provided consistent with the standards set forth in the Enabling Ordinance and the Franchise, and at the discretion of KOCT, except as set forth herein. KOCT recognizes that the CITY is its primary client and shall have priority with regard to programming schedules. KOCT shall provide the following minimum programming services to the CITY each year during the term of this Agreement:

“1. KOCT WILL COVER CITY COUNCIL MEETINGS, SPECIAL MEETINGS, WORKSHOPS, AND PLANNING COMMISSION MEETINGS

a. KOCT Staff to operate and switch between cameras, incorporate lower thirds of the meeting agenda, record and broadcast the meetings. The City to operate the feeds between city computer, voting screen, and podium computer; to operate each mic level and audio equipment for the chamber; to set chamber lighting, and troubleshoot any technical issues of the equipment inside the Chamber and AV Room.

b. Complete, live, gavel-to-gavel coverage of each regular meeting of the Oceanside City Council, Special Meetings, Workshops, and Planning Commission Meetings. Will air a minimum of two (2) gavel-to-gavel rebroadcasts within one week of the original broadcast of the meeting.

c. KOCT will provide the city with an HD download and playback link for each meeting the following day.

“2. (5) “A” PACKAGE (2.5-7 MINUTE PSA) EVERGREEN

a. The scope of services covered in this package consists of

i. PRE-PRODUCTION: Hours Based on Script and Concept

ii. PRODUCTION: 8 Hours (Full Day) of either Greenscreen, In-House or In-Field Production

iii. POSTPRODUCTION: 2 Weeks of Postproduction (Depending on heavy use of Motion Graphics, it may add more)

iv. DELIVERABLES: 1-2 Days of Revisions Exporting and Sharing Final Project

“3. (12) “B” PACKAGE (:60-2.5 MINUTE PSAs)

a. The scope of services covered in this package consists of

i. PRE-PRODUCTION: Hours Based on Script and Concept

ii. PRODUCTION: 4 Hours (Half Day) Of Either Greenscreen, In House or In Field Production

iii. POSTPRODUCTION: 1 Week of Postproduction

(Depending on heavy use of Motion Graphics, it may add more)

iv. DELIVERABLES: 1-2 Days of Revisions Exporting and Sharing Final Project

“4. (24) “C” PACKAGE (:30-:60 SECOND PSA/SOCIAL MEDIA)

a. The scope of services covered in this package consists of

i. PRE-PRODUCTION: Hours Based on Script and Concept

ii. PRODUCTION: 4 Hours (Half Day) Of Either Greenscreen, In House or In Field Production

iii. POSTPRODUCTION: 3 Days of Postproduction

(Depending on Heavy Use of motion graphics, it may add more)

iv. DELIVERABLES: 1-2 Days of Revisions Exporting and Sharing Final Project

“5. (6) OCEANSIDE SPECTRUM TV SHOWS

a. The scope of services covered in this package consists of

i. Highlighting city events and services - KOCT produces, records, edits, airs, and shares episodes of Oceanside Spectrum. This includes breaking down individual segments for each city department or non-profit to share via social media

“6. (2) HIGH SCHOOL SPECTRUM

a. The scope of services covered in this package consists of

i. KOCT invites broadcast classes from ECHS and OHS to create their own individual episode called ‘High School Spectrum’.

“7. (6) OCEANSIDE SPECTRUM PROMOS

a. The scope of services covered in this package consists of

i. 60 second promotion for each monthly episode.

“8. (12) OCEANSIDE UPDATE PROGRAMS

a. The scope of services covered in this package consists of

i. KOCT will produce, record, edit, air, and share monthly episodes of Oceanside Update or similar program. This includes exporting individual segments for each city department or non-profit to share via social media. City departments and other organizations have included OPD, OPL, Parks, Lifeguards, MainStreet, Chamber, Green Oceanside, Camp Pendleton, and other city departments. KOCT may also broaden the scope of these segments subject to the approval by the city.

“9. PROGRAMMING: 24/7 - COX CHANNEL 18 AND COX CHANNEL 19

a. The scope of services covered in this package consists of

i. Under the direction of KOCT’s Executive Director, KOCT Programmer will schedule media on both Cox Channel 18 and Cox Channel 19 for 24/7. This includes media transfer, encoding, and

archiving or KOCT programming and other Access programs. PSA and shorter programs are scheduled to fill in between programming. KOCT's online schedule shall be updated on KOCT.org weekly.

ii. Under the direction of KOCT's Executive Director, KOCT Staff shall upload and share programming on social media platforms. This includes gathering metadata, thumbnails, tagging/collaborating with organizations, and monitoring messages for engagement."

4. Section 3. SCOPE OF SERVICES. Subsection K. OTHER ACTIVITIES. is hereby deleted.

5. Section 7. COPYRIGHT AND OWNERSHIP. is hereby amended to read as follows:

"SECTION 7. COPYRIGHT AND OWNERSHIP.

"7.1 Contract Materials. All programming, videos, and other materials produced by KOCT pursuant to this Agreement ("Contract Materials") shall be subject to joint copyright ownership by KOCT and the City. Each party shall hold a non-exclusive, irrevocable, and perpetual right, title, and interest in and to the Contract Materials, and may reproduce, publish, distribute, display, perform, or otherwise use the Contract Materials, in whole or in part, without restriction and without the consent of the other party. Nothing herein shall be construed to limit KOCT's rights in the Contract Materials by virtue of its creative, editorial, and production contributions, nor to limit the City's rights by virtue of its funding thereof.

"7.2 Non-Contract Materials. KOCT may also produce programming, videos, or other materials outside the scope of services required by this Agreement ("Non-Contract Materials"). All right, title, and interest in and to such Non-Contract Materials, including copyright, shall vest solely and exclusively in KOCT. The City acknowledges and agrees that it has no ownership, copyright, or other intellectual property rights in the Non-Contract Materials. KOCT shall have the unrestricted right to use, license, or distribute the Non-Contract Materials in furtherance of its mission and related activities.

"7.3 Access to Contract Materials Upon Termination.

In the event this Agreement is terminated or expires, KOCT will assist the City by providing reasonable access to digital or physical copies of Contract Materials. To ensure these materials are delivered in an organized and timely manner, such access will be made available within three (3) months of termination. The City acknowledges that preparing these materials requires

staff time and resources, and agrees to reimburse KOCT for the reasonable costs associated with locating, retrieving, and delivering them.

6. Section 9. EQUIPMENT AND FACILITIES. Subsection F, is hereby amended to read as follows:

“The CITY shall provide Information Technology support for all CITY-issued hardware, software, and network equipment. This will include assistance and troubleshooting with CITY-issued network patch panels around the city for live stream events such as high school sports.”

7. Section 17. FUNDING AND OTHER RESOURCES. Subsection C.1 (regarding pass-thru funding provided by the CITY to KOCT for PEG access, services, facilities and equipment) is hereby amended to provide for monthly distribution of the pass-thru and to delete the following sentence: “The City shall retain 7% of the pass-thru each quarter, not to exceed \$50,000 annually for the maintenance and replacement of equipment in the City Council Chambers.” Accordingly, Subsection C.1 of Section 17 is amended to read as follows:

“Pursuant to Section 9B.1.1 of the Oceanside City Ordinance, Franchisee has agreed to collect and pay to the City fee equal to one (1) percent of gross revenue of that State video franchise holder (the “pass-thru”), for ongoing PEG capital equipment and facilities support consistent with the provisions of Section 622(g)(2)(C) of the Cable Act. Pursuant to DIVCA, any state video franchise holders providing video services within the City will be required to meet the same pass-thru obligation. The pass-thru shall be distributed to KOCT on a monthly basis, in accordance with the distribution policy and timeline set forth in Section 24. The actual amount of funding under this section shall vary based upon the gross revenue of cable operations during any given month.”

8. Section 17. FUNDING AND OTHER RESOURCES. is hereby amended to add Subsection D as follows:

“D. One-Time Contribution by the CITY to KOCT. The CITY agrees to contribute the sum of \$175,000 to KOCT to offset fixed expenses, in recognition of declining pass-thru revenue. This contribution represents the City's complete financial commitment for remaining term of this agreement. KOCT acknowledges that no additional requests for funding from the CITY will be entertained beyond the terms specified in this Agreement.”

9. Section 18. SEMI-ANNUAL MEETING AND BUDGET. Subsection B. is hereby amended to read as follows:

“The City and KOCT may arrange meetings, as necessary, to discuss the Annual Plan and budget for the upcoming year, and the execution of the previous year’s plan. These meetings shall be in addition to the monthly meetings and shall not function as a substitute for the aforementioned reports.”

10. Section 18. SEMI-ANNUAL MEETING AND BUDGET. Subsection C. is hereby amended to read as follows:

“KOCT shall submit, as part of its Annual Workplan, a schedule of programming to be provided consistent with the goals established herein, as well as those goals established during the monthly programming meetings with the CITY.”

11. Except as expressly set forth in this Amendment, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

**SIGNATURES.** The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Amendment on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF, the parties hereto being duly authorized on behalf of their respective entities to execute this Amendment, do hereby agree to the covenants contained in the Agreement, including this Amendment, and have caused this Amendment to be executed by setting hereunto their signatures on the dates set forth below.

OCEANSIDE COMMUNITY SERVICE  
TELEVISION CORP.

CITY OF OCEANSIDE

By: Carolyn Hill / Executive Director  
Name/Title

By: \_\_\_\_\_  
City Manager

Date: 8/27/25

Date: \_\_\_\_\_

By: Angela Mins / station manager  
Name/Title

Date: 8/27/25

APPROVED AS TO FORM:

33-0088959  
Employer ID No.

Patricia Hamilton, C. ASST.  
City Attorney

**NOTARY ACKNOWLEDGMENTS OF KOCT MUST BE ATTACHED**

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Diego

On August 27, 2025 before me, Robyn Carlson, Notary Public  
Date Here Insert Name and Title of the Officer

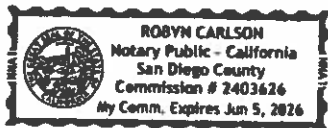
personally appeared Carly Rosalie Brullo-Wicks and  
Name(s) of Signer(s)

Angela Miranda

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Robyn Carlson

Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document** Amendment to Agreement Between the City of

Title or Type of Document: Oceanside and Oceanside Community Service Television Corporation (KOCT)

Document Date: None Number of Pages: -6-

Signer(s) Other Than Named Above: City Manager and City Attorney

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Carly Rosalie Brullo-Wicks

- ☐ Corporate Officer – Title(s): \_\_\_\_\_  
☐ Partner – ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator

☒ Other: Executive Director

Signer is Representing: \_\_\_\_\_

Signer's Name: Angela Miranda

- ☐ Corporate Officer – Title(s): \_\_\_\_\_  
☐ Partner – ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator

☒ Other: Station Manager

Signer is Representing: \_\_\_\_\_