

Before The  
Federal Communications Commission Washington, D.C. 20554

<b>In re Applications of FCC Group 54 Applicants:</b>	)	
	)	
	)	
<b>Petaluma Community Access</b>	)	<b>BNPL-20131113BTU</b>
	)	
<b>Sonoma Charter School</b>	)	<b>BNPL-20131114BWJ</b>
	)	
<b>Jean Arnold Group Foundation</b>	)	<b>BNPL-20131113BPI</b>
	)	
<b>In Petaluma, Sonoma &amp; Napa, California</b>	)	
	)	
<b>To Operate on a Timeshare Basis on Channel 277</b>	)	

**TIMESHARE AGREEMENT**


































































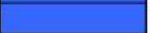

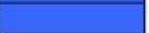




































































































Petaluma Community Access (FCC File No. BNPL-20131113BTU), Sonoma Charter School (BNPL-20131114BWJ) and Jean Arnold Group Foundation (BNPL-20131113BPI) (collectively, the “Applicants”), mutually exclusive applicants in Group 54 seeking authority to construct low power FM broadcast stations to serve the communities of Petaluma, Sonoma and Napa, California hereby submit to the following timeshare agreement:

- 1. Hours of Operation.** The Applicants request that the Federal Communication Commission (hereinafter “FCC” or “Commission”) grant each application subject to the following hours of operation:

**Timesharing Worksheet for MX54**

with an equal distribution of airtime, each city would have 56 hours per week

Napa	
Sonoma	
Petaluma	

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
Midnight								Midnight
1:00am								1:00am
2:00am								2:00am
3:00am								3:00am
4:00am								4:00am
5:00am								5:00am
6:00am								6:00am
7:00am								7:00am
8:00am								8:00am
9:00am								9:00am
10:00am								10:00am
11:00am								11:00am
Noon								Noon
1:00pm								1:00pm
2:00pm								2:00pm
3:00pm								3:00pm
4:00pm								4:00pm
5:00pm								5:00pm
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9:00pm								9:00pm
10:00pm								10:00pm
11:00pm								11:00pm

date of version | 1/9/2015 |

**1. Operating Schedule Minimum Requirements.** The hours of operation proposed in this Agreement comply with Section 73.872(c) of the Commission's Rules by allowing each Applicant the following number of operating hours per week:

Petaluma Community Access: 74 hours per week

Sonoma Charter School: 54 hours per week

Jean Arnold Group Foundation: 40 hours per week

The hours of operation proposed in this agreement also comply with 47 C.F.R. § 73.850(b)<sup>1</sup>.

<sup>1</sup> All LPFM stations are required to operate at least 36 hours per week, consisting of at least five hours of operation per day on at least six days of the week; however, stations licensed to educational institutions are not required to operate on Saturday or Sunday, or to observe the minimum operating requirements during those days designated on the official school calendar as vacation or recess periods.

**Schedule Modifications.** This Agreement may be amended or modified only by a written instrument executed by all of the Applicants and submitted to the Commission prior to the time of the proposed change. The Applicants agree to revisit the timeshare schedule and suggest changes at least once each year, starting on the first anniversary of this Agreement.

2. **Vacant Time.** Vacant time will be divided up by written agreement executed by all Applicants. In the event that all Applicants are vying for the same vacant time slot, that time slot will be divided equally among the Applicants.
3. **Transmitter locations.** The communities of Petaluma, Sonoma, and Napa, being physically separated by mountainous terrain, will each operate transmitters from separate locations.
4. **Studio Space.** The Applicants will each maintain separate studios in their respective communities of Petaluma, Sonoma, and Napa,
5. **Cross-promotion:** The parties agree that their purposes and goals for operating a broadcast station vary in significant respects and that none of them wish the listening public to be confused as to the source of material being broadcast or to attribute to programming of one of the parties to another. None of the parties will at any time (a) identify or mention the name of the others in any written material or on-air announcement or broadcast; (b) mention or identify the other party on any website or any other information distributed on the Internet; or (c) hold itself out to the public as a partner, associate or affiliate of the others, *provided, however*, the Parties may waive the restrictions contained in this paragraph “cross-promotion” by specific written prior-agreement.
6. **Expenses.** Each Applicant shall bear its own expenses in relation to the preparation, filing, prosecution and performance of duties contemplated by this Agreement.
7. **Termination.** A suspension of operations by one of the stations continuously for twelve (12) months or more shall entitle the licensees of the other stations to terminate this Agreement and file with the FCC an amended timeshare schedule.

- 8. Valid Organization and Warranty.** Each Applicant represents that (a) it is a duly organized, validly existing, and in good standing in California, and (b) the execution, delivery, and performance of this Agreement has been duly and effectively authorized by their governing boards.
- 9. Amendments.** Amendments or modifications to this Agreement must be in writing, signed by all of the Applicants, and submitted to the Commission.
- 10. Conduct.** Each Applicant will use its best efforts to cooperate with the other Applicants specified in this Agreement and with the FCC by expeditiously furnishing any additional information that may be reasonably required, and by performing all other acts reasonably necessary to carry out this Agreement.
- 11. Confidentiality.** The Applicants shall henceforth maintain the confidentiality of any confidential information received from any other Applicant in connection with negotiating, filing, and carrying out this Agreement.
- 12. Remedies on Default.** In the event that one of the Applicants defaults on this Agreement, any Applicant not in default shall have available to it all remedies, at law or equity to which it is entitled under California law, including the right to obtain specific performance of the terms of this Agreement.
- 13. Attorney's Fees.** The prevailing Party in any lawsuit to enforce this Agreement or to be compensated for the default of another Party is entitled to reasonable attorneys' fees, at trial and on appeal, as are determined by the court.
- 14. Benefit and Assignment.** This Agreement is binding upon the Parties and their respective heirs, legal representatives, and successors. No party to this Agreement may assign its interest under this Agreement without prior written consent of all the other Parties and the FCC. In no event will an assignment be permitted if the consideration promised or received exceeds the depreciated fair market value of the physical equipment or facilities; and/or the transferee or assignee is incapable of satisfying all of the eligibility criteria that apply to an LPFM licensee in violation Section 73.865 ("assignment and transfer of LPFM licenses") of the FCC Rules.

**15. Entire Agreement.** This Agreement contains the entire understanding between and among the Applicants and supersedes all prior written or oral agreements between them. There are no representations, agreements, or understandings among the Parties hereto relating to the subject matter of this Agreement that are not fully expressed herein.

**16. Acknowledgement.** By signing this agreement, all of the Parties acknowledge that they have read this Agreement fully and understand each provision.

**17. Governing Law; Venue.** This Timeshare Agreement shall be construed and interpreted in accordance with the laws of the State of California, subject to applicable FCC regulations.

**18. Notices.** Any notice required hereunder shall be in writing, and any notice or other communication shall be deemed provided when delivered by a) fax or b) U.S. Postal Service mail to the following addresses, or such other addresses as may hereafter be specified in writing.

Petaluma Community Access  
Attn: John Bertucci  
P.O. Box 2806  
Petaluma, California 94953  
[jbortucci@pca.tv](mailto:jbortucci@pca.tv)

Sonoma Charter School  
Attn.: Kevin Kassebaum  
Sonoma Charter School  
17202 Sonoma Highway  
Sonoma, California 95476  
(707) 935-4232  
[kkassebaum@scs.k12.ca.us](mailto:kkassebaum@scs.k12.ca.us)

Jean Arnold Group Foundation  
Attn: Faith Ventrello  
322 Patten Street  
Sonoma, California  
[faith@vintagewinemarketing.com](mailto:faith@vintagewinemarketing.com)

**19. Waiver.** Failure of any Party to complain of any act or omission on the part of any other Party in breach of this Agreement, no matter how long the same may continue, shall not be deemed a waiver of any rights hereunder. No waiver of any provision of this Agreement will be deemed a waiver of any other provision or consent to any subsequent breach of the same or other provisions.

**20. Liability.** Nothing contained in this Agreement shall limit any Party's other business, waive any claims any Party might have against another Party, or allow any Party to bind any other Party except as may expressly be stated herein.

**21. Severability.** If any term or provision of this Agreement be invalid or unenforceable as to any Party, the remainder of this Agreement shall not be affected thereby, and each remaining term of provision of this Agreement shall be valid and enforceable.

**In Witness Whereof,** this Agreement is hereby executed as of the date first above written.

Respectfully Submitted,

Petaluma Community Access

DocuSigned by:  
by John Bertucci  
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John Bertucci

Executive Director, PCA

Sonoma Charter School

DocuSigned by:  
by Bill Hammett  
21BC2736BFC74DA...

Bill Hammett

Liaison, Sonoma Charter School

Jean Arnold Foundation

DocuSigned by:  
by Faith Ventrello  
B7622C48304F448...

Faith Ventrello

Jean Arnold Group Foundation

Dated January 12, 2015