

DEPARTMENT OF CITY CONTROLLER

25-1520527

SUPP/REVISION # _____

VENDOR NUMBER 0000322297

CONTRACT NUMBER 48991

CONTRACT DATE 1-20-11

CONTRACT TYPE Prof. Serv.

CONTRACTOR Pittsburgh Community Television, Inc.

CONTRACT FOR P.E.G. Channel Administrator

DURATION 2 years from award RESOLUTION/ORDINANCE RS-552-09, 432-10

OF CONTRACT pc. 11 INDEX _____

ORG.	ACCT.	FUND	SUB	B.Y.	PROJ	GRANT	COST ESTIMATE	RESERVE
103000	526100	2880	600	2009	—	—	—	\$ <u>Memo</u>
103000	526100	2815	600	2010	—	—	—	\$ <u>Memo</u>

PROPERLY SIGNED YES NO
 SPECS ATTACHED YES NO
 COPY RES/ORD ATTACHED YES NO
 HOME RULE CHARTER YES NO

ADVERTISEMENT DATE _____
 AWARDED TO LOW BIDDER YES NO
 NUMBER OF BIDS _____
 IF NOT LOW BIDDER, WHY _____

BONDS _____ AMOUNT _____ COMPANY _____

BID _____

PERFORMANCE _____

LABOR & MATERIAL _____

POWER OF ATTORNEY ATTACHED YES NO N/A
 BONDS PROPERLY EXECUTED YES NO N/A
 WORKMEN'S COMP INSURANCE YES NO N/A EXPIRE 12-1-11
 LIABILITY & PROPERTY INS. YES NO N/A EXPIRE 12-1-11
 AUTOMOBILE INSURANCE YES NO N/A EXPIRE 12-1-11
 EXCESS LIABILITY INS. YES NO N/A EXPIRE 12-1-11
 PROFESSIONAL LIABILITY INS. YES NO N/A EXPIRE 12-1-11
 RETAINAGE YES NO N/A PERCENTAGE _____
 STATEMENTS OF AFFILIATIONS YES NO

APPROVED BY CITY SOLICITOR YES NO
 APPROVED BY ASS'T CITY SOLICITOR YES NO
 SIGNED AND ATTESTED TO BY MAYOR YES NO

SWEATSHOP REGULATIONS YES NO N/A
 DEBARMENT AFFIDAVIT YES NO
 AWARD JUSTIFICATION YES NO N/A

DIRECTOR OR DIRECTORS C. I. S.

DOES CONTRACT PLACE ANY DUTIES ON CONTROLLER? YES NO

COMMENTS Liability of City is from both accounts, limited to the sum calculated in section 12.

CONTRACT AUDITOR Michael W. Brown



**City of Pittsburgh
Certified Copy**

510 City-County Building
414 Grant Street
Pittsburgh, PA 15219

State of Pennsylvania

Bill No: 2009-1606

I, Linda M. Johnson-Wasler, the duly appointed Clerk of Council of the City of Pittsburgh, do hereby certify that the foregoing is a true and correct copy of:

Resolution No. 552

Providing for the creation of the Verizon Franchise Trust Fund (VFTF) and ~~setting conditions for the deposit and expenditure of such funds.~~ directing the Pittsburgh Cable Communications Advisory Committee to work with CIS, PCTV and PPS in the creation of a plan for the strategic use of the resources provided pursuant the Verizon Franchise Agreement

Whereas, the City of Pittsburgh ("City") has entered into a Cable Franchise Agreement ("Agreement") with Verizon Pennsylvania Inc. ("Verizon") subject to approval by City Council; and

Whereas, Section 5 of the Agreement provides for the payment of grants from Verizon to the City for public, educational and governmental ("PEG") access channel support ("Grants") according to the terms and conditions set forth in such Sections of the Agreement; and

Whereas, the funds are restricted by federal law and therefore must be deposited, maintained, and disbursed in a manner that is consistent with federal law and separate and distinct from the general funds of the City.

Be it resolved by the Council of the City of Pittsburgh as follows:

Section 1. That the City Controller is hereby authorized and directed to create a trust fund entitled "Verizon Franchise Trust Fund" (VFTF) into which shall be deposited any funds received by Verizon. Funds shall be deposited into the Verizon Franchise Trust Fund (VFTF) account 466150, fund 2880, organization code 103000, budget year 2009, Mayor's Office, City Information Systems.

Section 2. Council charges the Pittsburgh Cable Communications Advisory Committee (PCAC) in conjunction with the Pittsburgh Department of Information Services (CIS) with developing a process for articulating a strategic plan for the development and use of the resources provided by the cable franchise agreement with Verizon for public, educational and governmental (PEG) channel support.

Section 3. Council directs the PCAC and CIS to engage relevant community partners, including but not limited to Pittsburgh Community Television (PCTV) and the Pittsburgh Public Schools (PPS), in the process of developing the strategic plan.

Section 4. Council directs the PCAC to approve a strategic plan by July 31, 2010 and submit it to the Council immediately thereafter.

Section 5. Council directs CIS to use the strategic plan as the foundation for renewing the agreement between the City of Pittsburgh and PCTV as the City's public access administrator.

Section 6. Funds shall be allocated pursuant to the strategic plan and PCAC shall receive semi-annual updates from PCTV on progress towards achieving the strategic goals and will hold the PCTV accountable for fulfilling the strategic plan.

Section 7 . The funds from the grants paid by Verizon to the City shall be deposited into Verizon Franchise Trust Fund (VFTF). The Mayor and Director of City Information systems are hereby further authorized to enter into an Agreement(s) or Contract(s) and /or utilize existing Agreement(s) and/or Contract(s), in form approved by the City solicitor, and to make all legitimate expenditures required under the terms and conditions of the Agreement. These expenditures will be used to support the purchase, acquisition, and maintenance of Cable and network communications equipment, including but not limited to cameras, editing suites, switches, routers, training, travel, and related hardware, software, licensing fees, and professional services. Expenditures shall be chargeable to and payable from Verizon Franchise Trust Fund (VFTF), account 526100, fund 2880, organization code 103000, sub 600, budget year 2009, Mayor's Office, City Information Systems.

Section 8. The grants shall be disbursed from the Verizon Franchise Trust Fund (VFTF) in accordance with Section 5 of the Agreement and in accordance with the distribution schedules contained in such Sections.

Section 9. Any and all disbursements from the Verizon Franchise Trust Fund (VFTF) to a public access channel administrator in the City shall be in accordance with a separate agreement between the City and such public access channel administrator. The Mayor and the Director of City Information Systems are hereby authorized to make all legitimate disbursements from the Verizon Franchise Trust Fund (VFTF) to such public access channel administrator such agreement shall be subject to approval of Council.

Section 10. If any section, subsection, sentence, clause, phrase or word of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not render this resolution invalid.

Finally, that any Ordinance or Resolution or part thereof conflicting with the provisions of this Resolution, is hereby repealed so far as the same affects this Resolution.

Mayor's Approval Date: September 15, 2009

IN WITNESS WHEREOF, I have hereunto set my hand this 21st day of September, A.D. 2009.


Linda M. Johnson Wasler, City Clerk

September 21, 2009

Effective Date



**City of Pittsburgh
Certified Copy**

510 City-County Building
414 Grant Street
Pittsburgh, PA 15219

State of Pennsylvania

Bill No: 2010-0566

I, Linda M. Johnson-Wasler, the duly appointed Clerk of Council of the City of Pittsburgh, do hereby certify that the foregoing is a true and correct copy of:

Resolution No. 432

Resolution providing for the creation of the Comcast Franchise Trust Fund (CFTF) and setting conditions for the deposit and expenditure of such funds.

Whereas, the City of Pittsburgh ("City") has entered into a Cable Franchise Agreement ("Agreement") with Comcast of California/Pennsylvania/Utah/Washington, Inc. ("Comcast") subject to approval by City Council; and

Whereas, Section 7 of the Agreement provides for the payment of grants from Comcast to the City for public, educational and governmental ("PEG") access channel support ("Grants") according to the terms and conditions set forth in such Section of the Agreement; and

Whereas, the funds are restricted by federal law and therefore must be deposited, maintained, and disbursed in a manner that is consistent with federal law and separate and distinct from the general funds of the City.

Be it resolved by the Council of the City of Pittsburgh as follows:

Section 1. That the City Controller is hereby authorized and directed to create a trust fund entitled "Comcast Franchise Trust Fund" (CFTF) into which shall be deposited any funds received by Comcast. Funds shall be deposited into the Comcast Franchise Trust Fund (CFTF) account 466150, fund 2815, organization code 103000, budget year 2010, Mayor's Office, City Information Systems.

Section 2. The funds from the grants paid by Comcast to the City shall be deposited into the Comcast Franchise Trust Fund (CFTF). The Mayor and Director of City Information Systems are hereby further authorized to enter into an Agreement(s) or Contract(s) and /or utilize existing Agreement(s) and/or Contract(s), in form approved by the City solicitor, and to make all legitimate expenditures required under the terms and conditions of the Agreement. These expenditures will be used to support the purchase, acquisition, and maintenance of cable and network communications equipment, including but not limited to cameras, editing suites, switches, routers, training, travel, and related hardware, software, licensing fees, and professional services. Expenditures shall be chargeable to and payable from Comcast Franchise Trust Fund (CFTF), account 526100, fund 2815, organization code 103000, sub 600, budget year 2010, Mayor's Office, City Information Systems.

Section 3. The grants shall be disbursed from the Comcast Franchise Trust Fund (CFTF) in accordance

with Section 7 of the Agreement and in accordance with the distribution schedules contained in such Section.

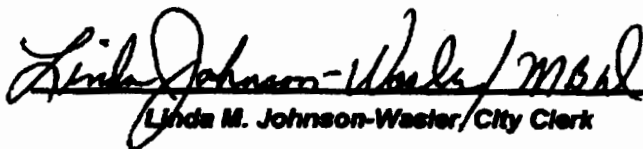
Section 4. Any and all disbursements from the Comcast Franchise Trust Fund (CFTF) to a public access channel administrator in the City shall be in accordance with a separate agreement between the City and such public access channel administrator. The Mayor and the Director of City Information Systems are hereby authorized to enter into an agreement with such public access administrator and to make all legitimate disbursements from the Comcast Franchise Trust Fund (CFTF) to such public access channel administrator.

Section 5. If any section, subsection, sentence, clause, phrase or word of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not render this resolution invalid.

Finally, that any Ordinance or Resolution or part thereof conflicting with the provisions of this Resolution, is hereby repealed so far as the same affects this Resolution.

Mayor's Approval Date: June 28, 2010

IN WITNESS WHEREOF, I have hereunto set my hand this 1st day of July, A.D. 2010.


Linda M. Johnson-Waster, City Clerk

July 1, 2010
Effective Date

**AGREEMENT FOR SERVICES
FOR PEG CHANNEL ADMINISTRATOR**

BETWEEN

THE CITY OF PITTSBURGH

AND

PITTSBURGH COMMUNITY TELEVISIONS, INC.

TABLE OF CONTENTS

	Page
SECTION 1 RECITALS	1
SECTION 2 DEFINITIONS.....	2
SECTION 3 OBJECTIVES	5
SECTION 4 DESIGNATION AS PUBLIC ACCESS ADMINISTRATOR.....	6
SECTION 5 GENERAL SCOPE OF SERVICES	6
SECTION 6 PUBLIC ACCESS CHANNELS OPEN TO PUBLIC.....	8
SECTION 7 COPYRIGHT CLEARANCE AND OWNERSHIP.....	9
SECTION 8 DISTRIBUTION RIGHTS	9
SECTION 9 COMMUNITY NEEDS ASSESSMENT	10
SECTION 10 OPERATIONS REPORTS.....	10
SECTION 11 TERM OF AGREEMENT.....	11
SECTION 12 FUNDING AND PAYMENT SCHEDULE.....	12
SECTION 13 FISCAL RESPONSIBILITY.....	17
SECTION 14 SPONSORSHIPS AND ADVERTISING INSERTS.....	20

SECTION 15	SECOND PUBLIC ACCESS CHANNEL	21
SECTION 16	PCCAC OVERSIGHT	21
SECTION 17	TERMINATION OF AGREEMENT AND DELIVERY OF ASSETS.....	23
SECTION 18	ASSIGNMENT	25
SECTION 19	RENEWAL	25
SECTION 20	GENERAL PROVISIONS	26
SECTION 21	INDEMNITY AND INSURANCE	28
SECTION 22	PAYMENT OF TAXES AND SET-OFF	30
SECTION 23	ANTI-DISCRIMINATION	30
SECTION 24	NOTICES.....	30
SECTION 25	ENTIRE AGREEMENT.....	31
SECTION 26	SEVERABILITY	31
SECTION 27	CHANGE OF LAW.....	32

**AGREEMENT FOR SERVICES
FOR PEG CHANNEL ADMINISTRATOR**

This Agreement for Services for PEG Channel Administrator (hereinafter referred to as the "Agreement") is made this 10th day of FEBRUARY 2010 (hereinafter referred to as the "Effective Date") between the City of Pittsburgh, a municipal corporation of the Commonwealth of Pennsylvania (hereinafter referred to as the "City"), and Pittsburgh Community Television, Inc., a not-for-profit corporation of the Commonwealth of Pennsylvania (hereinafter referred to as "PCTV").

SECTION 1. RECITALS

WHEREAS, the City is the local franchising authority for cable systems operating within its geographical borders; and

WHEREAS, the City recently entered into cable franchise agreements with Verizon Pennsylvania, Inc. (hereinafter referred to as "Verizon") in September, 2009 and with Comcast of California/Pennsylvania/Utah/Washington, Inc. (hereinafter referred to as "Comcast") in July, 2010; and

WHEREAS, the City's cable franchise agreements with Verizon and Comcast (hereinafter referred to as the "Franchise Agreements") both provide for up to five (5) Public Access, Educational and Governmental (hereinafter referred to as "PEG") Channels for community programming related to public, educational and/or governmental activities and, in addition, provide for certain resources to support such PEG Channels; and

WHEREAS, the City engaged in a strategic planning process to determine the strategic goals and objectives for oversight of the City's PEG Channels by the Pittsburgh Cable Communications Advisory Committee that resulted in a Two-Year Strategic Plan approved in March, 2010 (hereinafter referred to as the "Strategic Plan"); and

WHEREAS, the City's Franchise Agreements with Verizon and Comcast provides that the City has complete control over the PEG Channels, but that the City may delegate certain PEG Channel functions to an appropriate designee; and

WHEREAS, PCTV was organized in 1986 as a not-for-profit organization to manage the Public Access Channel(s) and studio(s), to program, produce and schedule such Channel(s), and to provide training and outreach for citizens to produce public access programming; and

WHEREAS, City desires to renew PCTV's contract to manage the City's Public Access Channel(s), and PCTV hereby accepts such renewed contract in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound hereby, the City and PCTV agree as follows:

SECTION 2. DEFINITIONS

For the purpose of this Agreement, the following terms, phrases, and their derivations shall have the meanings given below unless the context clearly mandates a different interpretation.

2.1 "Cable Act" means Title VI of the Communications Act of 1934, as amended by the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, as it may from time to time be further amended.

2.2 "Cable Ordinance" means the City of Pittsburgh Cable Communications Ordinance codified at Chapter 425 of the City of Pittsburgh Code of Ordinances.

2.3 "Cable Service" means the one-way transmission to Subscribers of video programming or other programming services; and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

2.4 "Cable System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the City but such term does not include: (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (2) a facility that serves Subscribers without using any public right-of-way; (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall be considered a Cable System (other than for purposes of Section 621 of the Cable Act) to the extent that facility is used in the transmission of video programming directly to Subscribers unless the extent of that use is solely to provide interactive on-demand services; (4) an open video system that complies with Section 653 of the Cable Act; or (5) any facilities of any electric utility used solely for operating its electric utility systems.

2.5 "Channel" means a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel as defined by the FCC.

2.6 "CIS" means the City Information Systems Department of the City of Pittsburgh.

2.7 "Community Needs Assessment" or "Assessment" means the evaluation conducted by the PCTV, pursuant to Section 9 of this Agreement, of the nature, degree and scope of cable-related needs, interests and concerns of the City's residents, local government, libraries, schools, other City anchor institutions and community-based organizations.

2.8 "Educational Channel" means an access channel in which the programming on the channel is educational in nature.

2.9 "FCC" means the Federal Communications Commission.

2.10 "Fiscal Year" means the period consisting of a full year, beginning January 1 and ending December 31, unless otherwise provided in this Agreement.

2.11 "Franchise" means the right granted by the City to a cable operator to construct, operate and maintain a cable system within the jurisdictional limits of the City as embodied in the City's cable franchise agreements and the City's cable ordinance codified at Chapter 425 of the City's Code of Ordinances.

2.12 "Franchisee" means any cable operator granted a franchise by the City by means of a Franchise Agreement approved by the Pittsburgh City Council and signed by the Mayor.

2.13 "Franchise Agreements" means the cable franchise agreements between the City and Comcast with an effective date of July 1, 2010 and between the City and Verizon with an effective date of September 18, 2009.

2.14 "Governmental Channel" means an access channel in which the programming is related to City government activities and the City of Pittsburgh is the primary programmer.

2.15 "Pittsburgh Cable Communications Advisory Committee" or "PCCAC" means the body established by Section 425.07 of the City's Cable Ordinance to act as an advisory committee to the Pittsburgh City Council with regard to the oversight of the Franchise Agreements and the Cable Systems in the City.

2.16 "Public Access Channel" means an access channel in which members of the general public are the primary programmers of the channel.

2.17 "PEG Channels" means Public Access, Educational and/or Governmental Channels.

2.18 "Programming" means the video, audio, voice, multimedia or other material created, received, transmitted or otherwise carried as a Cable Service.

2.19 "Section" means a provision of this Agreement, unless specified as part of another document.

2.20 "Signal" means any analog or digital electrical or light impulses distributed on a Cable System as a Cable Service, which includes any combination of audio, video or voice.

2.21 "Subscriber" means any person who contracts with a cable operator for and receives any Cable Service distributed by the Cable System, whether or not a fee is paid.

SECTION 3. OBJECTIVES

PCTV shall use its best efforts to achieve the following objectives as derived primarily from the Strategic Plan:

3.1 Manage and produce public access programming that is high-quality, relevant to the community and meets the needs of City residents.

3.2 Provide training, education and outreach to residents and organizations from all areas of the City to enable them to use communication tools to effectively convey their messages.

3.3 Utilize state-of-the-art video and audio production equipment and facilities for the Public Access Channel(s) consistent with PCTV's available funding.

3.4 Allocate and expend funding provided by the City in a fiscally responsible manner in accordance with generally accepted accounting principles.

3.5 Explore and obtain new and/or enhanced funding sources to support the Public Access Channel(s) in addition to the funding received from the City as obtained from the City's cable franchise agreements.

3.6 Take significant and measurable actions to launch a second Public Access Channel dedicated primarily to community and educational programming rather than individual expression programming.

SECTION 4. DESIGNATION AS PUBLIC ACCESS ADMINISTRATOR

The City hereby designates PCTV as the City's public access administrator charged with the privilege and responsibility of administering and managing the City's Public Access Channel(s) in accordance with the terms and conditions of this Agreement. PCTV will remain the City's public access administrator throughout the term of this Agreement unless the Agreement is terminated in accordance with Section 17 below.

SECTION 5. GENERAL SCOPE OF SERVICES

In exchange for the resources provided by the City to PCTV pursuant to this Agreement, PCTV shall provide the services described below. These services shall be separate from and in addition to other specific services required in this Agreement.

5.1 Operate the City's Public Access Channel(s) in a manner that is consistent with the principles set forth in the Franchise Agreements and federal law, with the primary purpose being to administer the Channels to bring to the community high quality and relevant programming and information that meets the needs of City residents and is not otherwise readily available in commercial and national media.

5.2 Develop, maintain and update as necessary, written policies and procedures for the use and operation of the Public Access equipment, facilities and Channel(s). The policies and procedures must ensure fair, equitable and non-discriminatory access to Public Access

equipment, facilities and Channel(s). The policies and procedures, including any updates, shall be filed with the City within thirty (30) days of the Effective Date of this Agreement and shall be provided to any person who requests them.

5.3. Administer the Public Access Channels, facilities and equipment in compliance with all applicable federal, state and local laws and regulations, and in compliance with the Franchise Agreements.

5.4 Maintain a clean, presentable, accessible and available Public Access video origination site for programming production and training.

5.5 Train residents of the City and community organizations in the techniques of media production, and provide technical advice in the execution of productions. PCTV shall conduct a minimum of six (6) training courses per quarter with each course consisting of one or more classes.

5.6 Utilize state-of-the-art video and audio production equipment consistent with PCTV's available funding. PCTV shall submit a capital plan to PCCAC as described in Section 13 below and shall explore existing production equipment resources in the community to see if such equipment is available and may be conveniently used by PCTV.

5.7 Provide regular maintenance and repair of all equipment used and controlled by PCTV pursuant to this General Scope of Services. All such equipment shall be maintained in good operating condition during the useful lifespan of the equipment. PCTV shall comply with industry accepted safety standards and best engineering practices. All equipment shall be safely and securely stored.

5.8 Provide adequate staffing for the activities conducted and facilities managed and operated by PCTV pursuant to this Agreement and consistent with available funding.

5.9 Actively promote the use, awareness and benefits of the Public Access Channel(s) and facilities, along with the availability of training, by distributing information over multiple forms of media and conducting other forms of outreach to City cable subscribers, the public and Public Access users.

5.10 Undertake other Public Access programming activities and services as deemed appropriate by PCTV and consistent with PCTV's obligations specified in this Agreement, in the Franchise Agreements and in accordance with applicable federal, state and local law.

SECTION 6. PUBLIC ACCESS CHANNELS OPEN TO PUBLIC

6.1 PCTV agrees to keep the Public Access Channel(s) open to all potential users regardless of their viewpoint, subject to FCC regulations and all other applicable laws and regulations. Given that City funds support PCTV, the primary intended users of the Public Access Channels shall be City residents. PCTV may allow non-City residents to use the Channels provided that user fees charged to such non-City residents shall be higher than user fees charged to City residents.

6.2 Neither the City nor the Franchisees nor PCTV shall have the authority to control the content of programming placed on the Public Access Channel(s) so long as such programming is consistent with applicable laws and regulations. Nothing herein shall prevent PCTV, the City, or the Franchisees from producing or sponsoring programming or engaging in activities designed to promote production of certain types of programming consistent with applicable laws and regulations and rules for use of the Channel(s). PCTV may develop and enforce policies and procedures which are designed to promote local use of the Channel(s) and make programming accessible to the viewing public, consistent with such time, place, and manner regulations as are appropriate to provide for and promote use of Public Access Channel(s), equipment and facilities.

SECTION 7. COPYRIGHT CLEARANCE AND OWNERSHIP

7.1 Before cablecasting any program material, PCTV shall require all users to agree in writing that they shall obtain all rights to all material cablecast or distributed through any means, such as the Public Access Channel(s) and the Internet, and that they shall obtain all authorizations from broadcast stations, networks, sponsors, music licensing organizations' representatives, and any and all other entities as may be legally required to transmit their program material over any means, such as the Public Access Channel(s) and the Internet, that are operated and managed by PCTV. PCTV shall maintain for inspection by the City, upon reasonable notice by the City and for four (4) years, copies of all such user agreements and other authorizations.

7.2 PCTV shall own the copyright of any programs produced by PCTV. Copyright of programming produced by other parties shall be held by the persons who produced such programming.

SECTION 8. DISTRIBUTION RIGHTS

8.1 PCTV shall require that all programs produced with funds, equipment, facilities, or staff provided pursuant to this Agreement shall be available for distribution on the Public Access Channel(s). This subsection shall not be interpreted to limit or otherwise affect PCTV's lawful authority to manage the programming shown on the Public Access Channels. This subsection also shall not be interpreted to restrict other distribution (beyond distribution on Public Access Channel(s)), so long as such other distribution is approved by PCTV and is consistent with PCTV's operating policies and procedures.

8.2 If directed by the City, PCTV shall display, at the beginning and end of each day that programming is cablecast on the Public Access Channel(s), a credit stating: "Partial funding for the operation of this channel is provided by the City of Pittsburgh." Such credit shall also state that opinions expressed on such Public Access programs are the sole responsibility of the program producers and do not necessarily reflect the opinions of the City or its officials.

SECION 9. COMMUNITY NEEDS ASSESSMENT

9.1 At least every five (5) years, PCTV shall conduct a Community Needs Assessment to identify local community needs and interests related to Public Access Channels and Public Access services. The Community Needs Assessment shall employ a valid and deliberate assessment process and shall be designed in consultation with the City.

9.2 In 2009, PCTV completed an in-depth Community Needs Assessment that employed a variety of research tools. PCTV shall utilize information gathered in that Community Needs Assessment to help guide its activities during the term of this Agreement.

9.3 PCTV shall submit its Community Needs Assessments to the City within thirty (30) days of the completion of the Community Needs Assessment.

SECTION 10. OPERATIONS REPORTS

10.1 Upon request by the City, PCTV shall provide such information to the City as the City deems reasonably appropriate regarding PCTV's activities and its use of funds pursuant to this Agreement. Such requested information may include requests separate and distinct from other requests included in this section.

10.2 Within thirty (30) days of the Effective Date of this Agreement, PCTV shall provide the City with a copy of its current policies and procedures pursuant to Section 5.2 of this Agreement.

10.3 Annual Report. No later than March 1 of each year, PCTV shall submit an annual report to the City regarding its activities during the preceding calendar year. This report shall contain, at a minimum, the following information:

(A) Statistics on hours of programming by broad category (i.e. locally produced and provided, imported).

(B) Description of services provided and statistics relating to use of Public Access services and facilities.

(C) Current and complete listing of PCTV Board of Directors, including name, contact information and brief background regarding each person.

(D) Current and complete listing of PCTV employees;

(E) A summary of outreach and promotional activities.

(F) A summary of feedback received from viewers, programmers, or others in the community.

(G) A current inventory of all equipment used to provide and support Public Access programming (including date of acquisition, purchase price, current condition, and useful lifespan).

(H) Information responsive to PCTV's Community Needs Assessment, pursuant to Section 9, including, but not limited to, outreach conducted, training provided, programs produced by the PCTV and programs acquired. The City shall not use this information in any way to control the specific viewpoint or content of any program.

(I) Such other information as may be reasonably request by the City.

SECTION 11. TERM OF AGREEMENT

The term of this Agreement shall be for a period of two (2) years commencing on the Effective Date and expiring on _____, unless the Agreement is terminated prior to the expiration date in accordance with the terms and conditions of this Agreement.

SECTION 12. FUNDING AND PAYMENT SCHEDULE

12.1 The Verizon and Comcast Franchise Agreements both provide financial support to the City for the City's PEG Channels. Both Franchise Agreements provide this support in two forms—fixed grants and “per subscriber per month” grants. These grants are described below.

(A) Sections 5.6 and 5.7 of the Verizon Franchise Agreement state that Verizon will provide the City with fixed PEG grants of \$ \$700,000 for funding PEG access facilities, equipment and other technological needs. Except for \$70,000 of the first installment of \$140,000, which \$70,000 shall be directed to the City's Cable Bureau, the City intends to remit the remainder of the Verizon fixed grant funds to PCTV for the aforementioned purposes. The City shall use reasonable efforts to remit such fixed grant payments to PCTV, along with a copy of the Verizon statement accompanying such payments showing the basis for computation, within 30 days of their receipt by the City from Verizon. At least ninety (90) days prior to December 18, 2011 (and each subsequent December 18 occurring during the term of this Agreement), the City may, by written notice to PCTV and the Chair of PCCAC, notify PCTV of its desire to reduce or modify the payment amounts to PCTV, provided that all such reductions or modifications are used to support the City's PEG Channels. For a period of no more than forty-five (45) days, in consultation with PCCAC, the City and PCTV shall conduct good faith negotiations relative to the reductions or modifications. The City shall make a decision regarding such proposed reductions or modifications only after taking into consideration PCTV's position as expressed in the good faith negotiations and shall further provide PCTV with written notice of its decision. Based upon the schedules of payments provided in Sections 5.6 and 5.7 of the Franchise Agreement between the City and Verizon, and the effective date of the Franchise Agreement being September 18, 2009, the payment schedule to the City is as follows:

- (i) First Installment of \$140,000 is to be paid to the City within 90 days of the effective date of the Franchise Agreement (December 18, 2009).

- (ii) Second installment of \$140,000 to be paid to the City within 90 days of the first anniversary of the effective date of the Franchise Agreement (December 18, 2010).
- (iii) Third installment of \$140,000 to be paid to the City within 90 days second anniversary of the effective date of the Franchise Agreement (December 18, 2011).
- (iv) Fourth installment of \$140,000 to be paid to the City within 90 days third anniversary of the effective date of the Franchise Agreement (December 18, 2012).
- (v) Fifth installment of \$140,000 to be paid to the City within 90 days fourth anniversary of the effective date of the Franchise Agreement (December 18, 2013).

(B) Section 7.4 (d) of the Comcast Franchise Agreement states that Comcast will provide the City with a fixed PEG grant of \$350,000 for funding PEG access facilities and other technological needs. Except for the first installment of \$70,000, which amount shall be directed to the City's Cable Bureau, the City intends to remit the remainder of those funds to PCTV for the aforementioned purposes. The City shall use reasonable efforts to remit such fixed grant payments to PCTV, along with a copy of the Comcast statement accompanying such payments showing the basis for computation, within 30 days of their receipt by the City from Comcast. At least ninety (90) days prior to September 29, 2011 (and each subsequent September 29 occurring during the term of the Agreement) the City may, by written notice to PCTV and the Chair of PCCAC, notify PCTV of its desire to reduce or modify the payment amounts to PCTV, provided that all such reductions or modifications are used to support the City's PEG Channels. For a period of no more than forty-five (45) days, in consultation with PCCAC, the City and PCTV shall conduct good faith negotiations relative to the reductions or modifications. The City shall make a decision regarding such proposed reductions or modifications only after taking into consideration PCTV's position as expressed in the good faith negotiations and shall further

provide PCTV with written notice of its decision. Based upon the schedule of payments provided in Section 7.4 (d) of the Franchise between the City and Comcast, and the Effective Date of the Franchise Agreement being July 1, 2010, the payment schedule to the City is as follows:

- (i) First Installment of \$70,000 to be paid to the City within 90 days of the effective date of the Franchise Agreement (September 29, 2010).
- (ii) Second installment of \$70,000 to be paid to the City within 90 days of the first anniversary of the effective date of the Franchise Agreement (September 29, 2011).
- (iii) Third installment of \$70,000 to be paid to the City within 90 days second anniversary of the effective date of the Franchise Agreement (September 29, 2012).
- (iv) Fourth installment of \$70,000 to be paid to the City within 90 days third anniversary of the effective date of the Franchise Agreement (September 29, 2013).
- (v) Fifth installment of \$70,000 to be paid to the City within 90 days fourth anniversary of the effective date of the Franchise Agreement (September 29, 2014).

(C) In addition to the fixed PEG grants discussed above, Sections 5.3 and 5.4 of the Verizon Franchise Agreement provides certain "per subscriber per month" grants to support the City's PEG Channels. These grants are referred to in the Franchise Agreement as "Annual PEG Grants". Of these Annual PEG Grants, the City has determined that a certain portion will be directed to the City's Cable Bureau with the remainder intended to be directed to PCTV. The City intends to remit the following to PCTV for the aforementioned purposes. At least ninety (90) days prior to January 1, 2012 (and each subsequent January 1 occurring during

the term of this Agreement) the City may, by written notice to PCTV and the Chair of PCCAC, notify PCTV of its desire to reduce or modify the payment amounts to PCTV, provided that all such reductions or modifications are used to support the City's PEG Channels. For a period of no more than forty-five (45) days, in consultation with PCCAC, the City and PCTV shall conduct good faith negotiations relative to the reductions or modifications. The City shall make a decision regarding such proposed reductions or modifications only after taking into consideration PCTV's position as expressed in the good faith negotiations and shall further provide PCTV with written notice of its decision. The Franchise Agreement requires the Annual PEG Grants to be paid to the City within sixty (60) days after the beginning of each calendar year during the franchise term. The City shall use reasonable efforts to remit those funds to PCTV, along with a copy of the Verizon statement accompanying such payments showing the basis for computation, within 30 days of their receipt by the City from Verizon.

September 18, 2009 – December 31, 2009	\$.45 sub/mo
January 1, 2010 – December 31, 2010	\$.45 sub/mo
January 1, 2011 – December 31, 2011	\$.45 sub/mo
January 1, 2012 – December 31, 2012	\$.50 sub/mo
January 1, 2013 – December 31, 2013	\$.50 sub/mo
January 1, 2014 – December 31, 2014	\$.60 sub/mo
January 1, 2015 – December 31, 2015	\$.60 sub/mo
January 1, 2016 – December 31, 2016	\$.65 sub/mo
January 1, 2017 – December 31, 2017	\$.65 sub/mo
January 1, 2018 – December 31, 2018	\$.75 sub/mo
January 1, 2019 – September 18, 2019	\$.75 sub/mo

(D) Sections 7.4 (a) and (b) of the Comcast Franchise Agreement also provides certain "per subscriber per month" grants to support the City's PEG Channels. These grants are referred to in the Franchise Agreement as "Annual PEG Grants." These Annual PEG Grants are offset in the Franchise Agreement by the value of certain in-kind services provided by Comcast to the City. Of the remaining Annual PEG Grants after the offsets, the City has determined that a certain portion will be directed to the City's Cable Bureau with the remainder

intended to be directed to PCTV. At least ninety (90) days prior to January 1, 2012 (and each subsequent January 1 occurring during the term of this Agreement), the City may, by written notice to PCTV and the Chair of PCCAC, modify the payment amounts to PCTV, provided that all such reductions or modifications are used to support the City's PEG Channels. For a period of no more than forty-five (45) days, in consultation with PCCAC, the City and PCTV shall conduct good faith negotiations relative to the reductions or modifications. The City shall make a decision regarding such proposed reductions or modifications only after taking into consideration PCTV's position as expressed in the good faith negotiations and shall further provide PCTV with written notice of its decision. The Franchise Agreement requires the Annual PEG Grants to be paid to the City within sixty (60) days after the beginning of each calendar year during the franchise term. The City shall use reasonable efforts to remit those funds to PCTV, along with a copy of the Comcast statement accompanying such payments showing the basis for computation, within thirty (30) days of their receipt by the City from Comcast.

12.2 The City and the PCTV have entered into this Agreement pursuant to the federal and state laws and regulations in effect on the Effective Date of this Agreement. The City reserves the right to request modifications to, or to seek early termination of, this Agreement in the event there are any changes in federal or state laws or regulations which impair the City's or PCTV's ability to comply with the funding mechanism set out in Section 12 herein.

12.3 PCTV agrees to comply with all federal and state laws and regulations with respect to the expenditure, use, and administration of PEG support funds provided to PCTV by the City.

12.4 The City shall, on a periodic basis as determined by the City in its sole discretion, conduct a review of the cable operators' books and records related to the Annual PEG grants as described in Sections 12.1 (C) and 12.1 (D) above in order to verify the accuracy of the grant amounts.

SECTION 13. FISCAL RESPONSIBILITY

13.1 PCTV shall administer all funds received by the City in a fiscally prudent manner consistent with the requirements of this Agreement and all applicable laws and regulations. PCTV is prohibited from using such funds in a manner that is wasteful or financially irresponsible.

13.2 PCTV shall implement and maintain internal financial controls, record-keeping and financial management consistent with the best practices applicable to non-profit organizations.

13.3 PCTV shall maintain its tax-exempt status pursuant to Section 501(C)(3) of the United States Internal Revenue Code. PCTV shall not engage in any activities inconsistent with its tax exempt status.

13.4 Budget and Financial Reports

PCTV shall provide the City with financial reporting as follows:

(A) On or before November 1 of each year, PCTV shall provide the City with a proposed operating budget that includes at least the following:

- (i) Actual operating revenues and expenditures, by line item, for the past two (2) fiscal years.
- (ii) Projected operating revenues and expenditures, by line item, for the proposed fiscal year.
- (iii) The proposed operating budget shall be in a format that is acceptable to the City. If the City requires any changes to the

current budget format, it shall notify PCTV at least sixty (60) days prior to the due date for budget submission to the City.

- (iv) The City shall review the proposed operating budget and may request additional information. The City may make recommendations to PCTV regarding the operating budget, which PCTV shall consider before approving a final operating budget.
- (v) PCTV shall use its best efforts to expend operating funds in a manner that is consistent with its approved operating budget.

(B) Within six (6) months of the Effective Date of this Agreement and on or before November 1 of each year, PCTV shall provide the City with a proposed capital plan that includes at least the following:

- (i) A description, by line item, of all capital expenditures by PCTV for the past two (2) fiscal years;
- (ii) A proposed one-year capital plan, including projected capital expenditures by line item, for the proposed fiscal year and a description of how the plan is consistent with the needs demonstrated in the most recent Community Needs Assessment;
- (iii) The proposed capital plan shall be in a format that is acceptable to the City. If the City requires any changes to the current capital plan format, it shall notify PCTV at least sixty (60) days prior to the due date for budget submission to the City.
- (iv) The City shall review the proposed capital plan and may request additional information. The City may make recommendations to

PCTV regarding the proposed capital plan which PCTV shall consider before approving a final capital plan.

(v) PCTV shall use its best efforts to expend capital funds in a manner that is consistent with its approved capital plan.

(C) On or before May 31 of each year, PCTV shall provide the City with audited financial statements for the prior fiscal year conducted by an independent certified public accountant or accounting firm. Such audited financial statements shall be in accordance with the American Institute of Certified Public Accountants' generally accepted auditing standards and generally accepted accounting principles ("GAAP"). Such audited financial statements shall include the accountant's or the accounting firm's opinion on PCTV's statement of financial position, statement of activities and statement of cash flows in comparative form for the prior fiscal year and the fiscal year preceding the prior fiscal year. If the City requires any changes in the format of the financial statements, it shall notify PCTV at least sixty (60) days prior to the due date for submission of the statements to the City.

13.5 New and Enhanced Revenue Sources

(A) The City's Strategic Plan includes as Goal Number 2 of the PEG Financial Oversight section that PCTV shall explore and obtain new and/or enhanced funding sources for the operation of the Public Access Channels in addition to funding obtained from the City. Specifically, it includes as a strategic objective that PCTV acquire new and/or enhanced funding sources in the amount of at least five percent (5%) of its total revenue by the end of the first year of this Agreement and least ten percent (10%) of its total revenue by the end of the second year.

(B) Pursuant to these strategic objectives, PCTV shall use its best efforts to explore, identify and obtain new and/or enhanced funding from sources other than the City in the amounts described in subsection (A) above.

(C) On or before November 1 of each year, PCTV shall provide a written report to the City regarding PCTV's activities related to obtaining such new and/or enhanced revenue sources. Such report shall include all new or enhanced revenues, by line item revenue source, that PCTV received during the fiscal year.

13.6 Should the City determine, after consultation with PCTV, that PCTV has acted irresponsibly in its fiscal management of the organization or in its use of City funds, then the City may withhold the funding described in Section 12 above until such time as the identified problem has been resolved to the City's satisfaction. Similarly, should PCCAC determine, after consultation with PCTV, that PCTV has acted irresponsibly in its fiscal management or in its use of City funds, then it may recommend to the City that the City withhold funding until the identified problem is resolved to the City's satisfaction. Such withholding of funds shall be in addition to, and not in lieu of other enforcement remedies outlined in Section 17 below.

SECTION 14. SPONSORSHIPS AND ADVERTISING INSERTS

14.1 PCTV may solicit and/or receive sponsorship and/or underwriting revenue for Public Access Channel programming with such sponsors identified briefly at the beginning and/or end of each program. PCTV may not solicit or receive revenue for advertising or promotion of specific products or specific services for sale on the Public Access Channel(s).

14.2 Section 7.4 (e) of the Comcast Franchise Agreement provides the City with advertising inserts to promote the PEG Channels to Subscribers throughout the City. Specifically, Comcast is required to provide to the City with the equivalent of \$320,000 in advertising inserts, based on Comcast's then-current 18-hour run-of-schedule ("ROS") rate card, throughout the term of the Franchise Agreement. At least twenty-five percent (25%) of the inserts are required to be cablecast in prime time. Section 7.4 (e) further states that the City may designate the use of the advertising inserts, or a portion thereof, to a PEG Channel administrator.

14.3 The City hereby designates PCTV to use the advertising inserts described above to promote PEG Channels in the City. Such advertising inserts may be used in conjunction with sponsorship or underwriting opportunities.

SECTION 15. SECOND PUBLIC ACCESS CHANNEL

15.1 The City's Strategic Plan includes as Goal Number 3 of the PEG Operational Oversight section that PCTV shall launch a second Public Access Channel that is dedicated primarily to community programming rather than to individual expression. Specifically, it includes as a strategic objective that a second Public Access Channel promotes Pittsburgh, emphasizes the City's neighborhoods, and highlights the diversity of the City's population.

15.2 PCTV shall use its best efforts to develop plans for the launching of such a second Public Access Channel. Such plans shall include possible collaboration with community partners, including local non-profit media organizations, for production and programming assistance. Such plans shall also include making appropriate arrangements to produce programming on the channel from remote locations, taking into account the cost of implementing such remote capability.

15.3 PCTV shall prepare and submit to the City a written business plan for such a second Public Access Channel within nine (9) months of the Effective Date of this Agreement.

15.4 At the appropriate time and in consultation with PCTV, the City shall notify Comcast, pursuant to Section 7.3 (b) of the Comcast Franchise Agreement, and Verizon, pursuant to Section 5.1.6 of the Verizon Franchise Agreement, to activate the second Public Access Channel.

SECTION 16. PCCAC OVERSIGHT

16.1 In addition to the City, PCCAC shall have oversight authority with respect to PCTV consistent with its role as an advisory body to the Pittsburgh City Council. This oversight

authority includes financial oversight, operational oversight and programming quality oversight of PCTV. Actions taken with respect to such oversight authority shall be subject to approval by the City. In addition to the specific authority described in this section and in other sections of this Agreement, such oversight shall include, but not be limited to, the following:

16.2 PCCAC shall have the authority to request presentations at PCCAC meetings, including, but not limited to, the following:

(A) The status of PCTV's efforts to solicit and obtain new and/or enhanced revenue sources consistent with this Agreement and Goal Number 2 of the PEG Financial Oversight section of the Strategic Plan;

(B) PCTV's financial stewardship of funds received by the City on a quarterly basis consistent with this Agreement and Goal Number 3 of the PEG Financial Oversight section of the Strategic Plan;

(C) PCTV's operations consistent with this Agreement and Goal Number 1 of the PEG Operational Oversight section of the Strategic Plan;

(D) The quality and technical production standards of PCTV's programming on the Public Access Channels consistent with this Agreement and Goal Number 1 of the PEG Programming Oversight section of the Strategic Plan. Such programming oversight shall not include oversight of programming content unless such content violates the law.

16.3 PCCAC shall have the authority to receive, review and make recommendations to the City with respect to all budgets and financial reports submitted to the City pursuant to Section 13 of this Agreement.

SECTION 17. TERMINATION OF AGREEMENT AND DELIVERY OF ASSETS.

17.1 In addition to the other rights and remedies retained by the City under this Agreement, the City reserves the separate and distinct right to terminate this Agreement and the designation of PCTV as the City's public access administrator if any of the following occurs:

(A) PCTV uses funds received by the City in a manner that is irresponsible, wasteful or in violation of the requirements of this Agreement;

(B) PCTV uses funds or engages in activities that are materially inconsistent with the General Scope of Services described in Section 5 of this Agreement or the Objectives described in Section 3 of this Agreement;

(C) PCTV fails to obtain or maintain insurance coverage as required in Section 21.2 of this Agreement;

(D) PCTV has its status as a tax exempt organization pursuant to Section 501 (c) (3) of the Internal Revenue Code or its Articles of Incorporation suspended or revoked;

(E) PCTV violates any federal, state or local laws or regulations;

(F) PCTV repeatedly violates, after notice and opportunity to cure, one or more material terms of this Agreement.

17.2 If the City has reason to believe that PCTV violated any provision of this Agreement or that any of the conditions outlined in Section 17.1 above have occurred, it shall notify PCTV in writing of the nature of such violation or condition. If this City does not notify PCTV of any such violation or condition, it shall not operate as a waiver of any rights of the City hereunder.

17.3 PCTV shall have thirty (30) days after written notice has been received to do the following:

(A) Cure the violation or correct the condition. If the nature of the violation or condition is such that, in the City's sole discretion, it cannot be fully cured in thirty (30) days due to circumstances outside of PCTV's control, the period of time in which PCTV must cure may be extended by the City in writing for such additional time as may be necessary to complete the cure, provided that PCTV shall have promptly commenced to cure and is diligently pursuing its efforts to cure.

(B) Object in writing to the City's notice and state its reasons for such objection.

17.4 In the event that PCTV has not cured the violation or corrected the condition within the time period allowed in Section 17.3 (A) above or that the City has not received a satisfactory objection from PCTV pursuant to Section 17.3 (B) above, the City may, in its sole discretion, terminate this Agreement and the designation of PCTV as the City's public access administrator and provide PCTV written notice of same.

17.5 Upon termination or expiration of this Agreement or upon the dissolution of PCTV, PCTV shall immediately transfer ownership of all equipment, furnishings, real property, fixtures, contracts, leases, deposit accounts and any other assets acquired with the proceeds of funds paid to PCTV pursuant to this Agreement and any preceding agreements with the City (for purposes of this section only, hereinafter referred to as "PCTV Assets") to the City or, upon written notice by the City to PCTV, to such organization or organizations designated by the City to manage the Public Access Channels (hereinafter referred to as the City's Designee). The City's Designee shall at the time qualify as a tax exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code (or the corresponding provisions of any superseding law); provided further, however, that if the City assigns or otherwise transfers such PCTV Assets to the City's Designee, then the City's Designee shall agree to assume, upon transfer of the PCTV Assets, all of the liabilities of PCTV, including mortgages, notes, leases

and payables related to such PCTV Assets (for purposes of this section only, hereinafter referred to as "PCTV Liabilities"). PCTV shall retain all of its assets that are not PCTV Assets and all of its liabilities that are not PCTV liabilities.

SECTION 18. ASSIGNMENT

PCTV shall not assign or transfer any interest in this Agreement without prior written consent of the City, provided, however, that nothing herein shall prevent PCTV from subcontracting the performance of any provision or obligation required by this Agreement, so long as PCTV remains responsible to the City for the performance of such provision or obligation.

SECTION 19. RENEWAL

19.1 During the twentieth (20th) month after the Effective Date of this Agreement, PCCAC shall appoint a Steering Committee to undertake a review process to determine whether PCTV has complied with the terms and conditions of this Agreement and whether its designation as the City's public access administrator should be renewed. Such review process shall be completed by the end of the twenty-second (22nd) month after the Effective Date of this Agreement, and a written recommendation shall be provided to the City.

19.2 After considering PCCAC's recommendation and obtaining relevant information from any other appropriate sources, the City shall determine whether this Agreement and PCTV's designation as the City's public access administrator shall be renewed. If it is determined that it shall be renewed, then the City and PCTV shall renew this Agreement with any changes agreed upon by the City and PCTV.

19.3 If the City determines that this Agreement and PCTV's designation as the City's public access administrator shall not be renewed, then the City shall give PCTV written notice of the decision not to renew. PCTV shall be given thirty (30) days to object to this decision and state its objections in writing. The City shall review and consider PCTV's objections and shall

the Pennsylvania Department of Labor and Industry. PCTV shall maintain on file with the City a certificate of such insurance, or a copy thereof.

(B) PCTV shall further maintain workers' compensation insurance coverage for the duration of this Agreement. In the event PCTV's workers' compensation insurance coverage is due to expire during the term of this Agreement, PCTV agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Pennsylvania law, before its expiration, and PCTV agrees to provide the City with further certification of workers compensation insurance as renewals of said insurance occur.

20.7 The City shall have access at all reasonable times, including during PCTV's normal business hours, to all books and records of PCTV.

20.8 The City shall not be liable for any obligations incurred by PCTV. PCTV shall not represent to any person that the City is liable for PCTV's obligations.

20.9 The parties agree that nothing in this Agreement shall be construed to create a principal-agent relationship between the City and PCTV. In executing and performing this Agreement, PCTV acts as an independent contractor and has no power or authority to bind the City without the City's express prior written consent.

20.10 City Contract Manager

(A) The City Contract Manager shall be the Director of CIS, or his/her designee, or the head of any successor bureau or agency to which oversight of City cable franchises may be assigned during the term of this Agreement.

(B) The Contract Manager is authorized to receive and to disseminate communications and notices regarding PCTV's performance pursuant to this Agreement and the City's oversight thereof, to require information to be submitted under this Agreement, and to implement City directives with respect thereto.

SECTION 21. INDEMNITY AND INSURANCE

21.1 PCTV shall, at its sole cost and expense, hold harmless, defend, and indemnify the City and the City's elected and appointed officials, officers, agents, and employees from any and all claims, demands, actions, and suits for loss liability, cost or expense, brought against any of them arising in whole or in part from, caused by or connected with any act or omission of PCTV, its officers, agents, subcontractors or employees, but not if arising out of or by reason of the negligence or willful misconduct by the City, its officers, agents or employees. The obligation to hold harmless, defend, and indemnify the City shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, penalties, attorneys' fees and any expert fees.

21.2 Insurance

(A) PCTV shall maintain general liability insurance that protects PCTV, its officers, agents, and employees, and the City, its elected and appointed officials, officers, agents and employees, from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from PCTV's activities pursuant to this Agreement. PCTV shall also obtain insurance coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by PCTV. The insurance shall be without prejudice to coverage otherwise existing and shall name the City as an additional insured. Notwithstanding the naming of the additional insured, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. All insurance policies shall be obtained from companies qualified to do business in the Commonwealth of Pennsylvania. All insurance must be on an "occurrence" basis and not a "claims made" basis. The insurance policies shall apply on a primary and non-contributory basis to insurance available to the City.

SECTION 22. PAYMENT OF TAXES AND SET-OFF

PCTV warrants that any and all taxes or municipal claims that may be payable to the City of Pittsburgh by PCTV are current and not delinquent. If the City determines that there is an outstanding delinquency or if any taxes or municipal claims become delinquent and owing during the term of this Agreement or prior to any payment by City, PCTV hereby grants City the right to set-off that indebtedness against any amounts owing to PCTV under the terms of this Agreement. City reserves the right to apply set-off payments in whatever manner it deems appropriate.

SECTION 23. ANTI-DISCRIMINATION

PCTV shall not discriminate in its employment on the basis of race, color, religion, ancestry, national origin, place of birth, sex, age, disability, non job-related handicap, or sexual orientation. PCTV shall comply with the applicable provisions of the Pittsburgh Code, Title Six - Conduct, Article V-Discrimination, and any amendments thereto. PCTV shall also comply with the applicable provisions of Title I and Title II of the Americans with Disabilities Act, any amendments thereto and any regulations issued thereunder. PCTV shall support special needs groups, including but not limited to, seniors, economically disadvantaged persons, non-English as first language speakers and the disabled, in program production through training and other means. PCTV shall incorporate in any subcontracts which may be permitted under the terms of this Agreement a requirement that said subcontractors also comply with the provisions of this Section.

SECTION 24. NOTICES

All notices provided under this Agreement shall be sufficient if deposited in the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed as follows:

regulations, such section, provision or clause shall be deemed to be severable from the remaining portions of this Agreement and shall not affect the legality, validity or enforceability of the remaining portions of the Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity and enforceability of any remaining provision of this Agreement.

SECTION 27. CHANGE OF LAW

In the event there is a change of federal or state statute or regulation applicable to PEG Channels or public access administrators, the City or PCTV may notify the other party of its desire to amend this Agreement in order to comply with the change in statute or regulation. The City and PCTV may amend this Agreement for this purpose provided that such amendment is approved by the City and PCTV.

SECTION 28. PITTSBURGH HOME RULE CHARTER: LIABILITY OF THE CITY

This Agreement is subject to the provisions of the Pittsburgh Home Rule Charter, and the liability of the CITY hereunder is limited to the sums calculated pursuant to the terms of Section 12 of this Agreement, chargeable to and payable from the following account(s):

<u>Account</u>	<u>Fund</u>	<u>Org.</u>	<u>Sub-Class</u>	<u>Budget Year</u>
526100	2880	103000	600	2009
526100	2815	103000	600	2010

SECTION 29. AUTHORIZING RESOLUTIONS

This Agreement is entered into by the City of Pittsburgh pursuant to Resolution No. 552 of 2009, approved September 15, 2009, and effective September 21, 2009, and Resolution No. 432 of 2010, approved June 28, 2010, and effective July 1, 2010.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS, WHEREOF, the parties have duly executed this Agreement

ATTEST

PITTSBURGH COMMUNITY TELEVISION, INC.

[Signature]

By: [Signature]
John H. Patterson
Executive Director

ATTEST:

CITY OF PITTSBURGH

[Signature]

By: [Signature]
Luke Ravenstahl
Mayor

WITNESS:

[Signature]

By: [Signature]
Howard A. Stern
Director, City Information Systems
Department

EXAMINED BY:

[Signature]
Assistant City Solicitor

APPROVED AS TO FORM:

[Signature]
Daniel D. Regan
City Solicitor

COUNTERSIGNED:

[Signature] 2-10-11
Michael Lamb
City Controller 98991





CERTIFICATE OF LIABILITY INSURANCE

OP ID: BC

DATE (MM/DD/YYYY)

11/19/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Henderson Brothers, Inc. 920 Ft Duquesne Blvd Pittsburgh, PA 15222 Kelly Drum		412-261-1842 412-261-4149	CONTACT NAME: PHONE (A/C No. Ext.): FAX (A/C. No.): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #: PIT-029
INSURED Pittsburgh Community Television Corporation 1300 Western Ave Pittsburgh, PA 15233		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Chubb Group	NAIC # 12777
		INSURER B: AXIS Insurance Company	
		INSURER C: Eastern Alliance Insurance	10724
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR. LTR	TYPE OF INSURANCE	ADDITIONAL INSR. LTR(S)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X X	35793410	12/01/10	12/01/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X X	74980174	12/01/10	12/01/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	X X	79813869	12/01/10	12/01/11	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	22366	12/01/10	12/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	MEDIA LIABILITY		MCN644832	12/01/10	12/01/11	OCC \$ 1,000,000 AGG \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**


CITY OF CITY OF PITTSBURGH 200 ROSS STREET PITTSBURGH, PA 15219	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

EXHIBIT "A"

Commonwealth of Pennsylvania)

) ss:
)

County of Allegheny

DEBARMENT AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared JOHN PATTERSON who, being duly sworn according to law, and under penalty of perjury, deposes and says that neither they nor any affiliated individual is prohibited from entering a bid or participating in a City of Pittsburgh contract by reason of disqualification as set forth at Pittsburgh Code Section 161.22(b).

By: John Patterson
Title: Executive Director,
Pittsburgh Community
Television

Sworn to and subscribed
before me this 23 day of
NOVEMBER, 2010,

Valerie Hawkins
Notary Public VALERIE HAWKINS

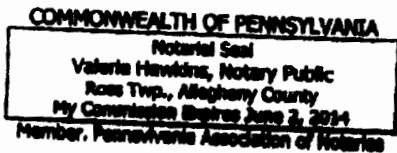


EXHIBIT "B"

STATEMENT OF AFFILIATIONS

Submitted to the City of Pittsburgh Board of Ethics, (Date)

**Contractor: Pittsburgh Community Television Corporation
Address: 1300 Western Avenue Pittsburgh, PA 15233**

**Contract No.: (date of contract)
Purpose:
City Dept.: City Information Systems**

1. (A description of any contractual or other business relationship with the City or any of its departments, agencies, boards, commissions or authorities, including the value of the contractor business relationship entered into during the three (3) calendar years previous to the execution of this Agreement.)

Pittsburgh Community Television Corporation has held a contract with the City of Pittsburgh to operate the public access channel and facility since 1986.

2. (The Contractor's qualifications and experience which shall be applied to the performance of this Agreement.)

Pittsburgh Community Television Corporation has almost 25 years of experience in operating the public access channel and facility.

3. (An identification of the contractor's principals, including the names and addresses of all owners or partners or shareholders and officers, or, if the consultant is a public corporation, the officers, the members of the Board of Directors, and shareholders holding more than three (3) percent of the corporate stock.)

Board of Directors

Shirley Douglas	7137 Kedron Street	Pittsburgh PA 15208
Albert Torcaso	779 Hazelwood Drive	Pittsburgh PA 15217-2806
Regina Anderson	1642 Denniston Street	Pittsburgh PA 15217
James Abraham	5001 Baum Blvd., Suite 419	Pittsburgh PA 15213
Stanford White	4405 Coleridge St	Pittsburgh PA 15201
Selena Schmidt	1202 Palo Alto St	Pittsburgh PA 15212
Mathew Richards	3625 Liberty Ave	Pittsburgh PA 15201

Internal Revenue Service

Department of the Treasury

**P. O. Box 2508
Cincinnati, OH 45201**

Date: August 30, 2001

**Pittsburgh Community Television Corp
1300 Western Ave
Pittsburgh, PA 15233**

**Person to Contact:
Paul Perry 31-07423
Customer Service Representative
Toll Free Telephone Number:
8:00 a.m. to 8:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
25-1520527**

Dear Sir or Madam:

This letter is in response to your request for a copy of your organization's determination letter. This letter will take the place of the copy you requested.

Our records indicate that a determination letter issued in December 1986 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Pittsburgh Community Television Corp
25-1520527

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

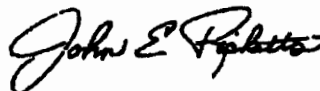
The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. If your organization had a copy of its application for recognition of exemption on July 15, 1987, it is also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of \$20 a day for each day you do not make these documents available for public inspection (up to a maximum of \$10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,



John E. Ricketts, Director, TE/GE
Customer Account Services