

INTRODUCED BY CITY MANAGER ROBERT W. HEALY

AN ORDER CONCERNING APPROPRIATIONS FOR THE FISCAL YEAR BEGINNING JULY 1, 2001

ORDERED: That in addition to sums previously appropriated by the City Council for the fiscal period 2001-02 the following sum is hereby appropriated in the General Fund of the City of Cambridge:

FUNCTION	OTHER DEPARTMENT OR PROGRAM	SALARY & WAGES	ORDINARY MAINTENANCE	TRAVEL & TRAINING	EXTRAORDINARY EXPENDITURES	APPROPRIATIONS
General Government	Executive				\$292,250.00	\$292,250.00

BE IT FURTHER ORDERED: That the above acceptance and appropriation in the General Fund to be financed by estimated revenues drawn from the following sources:

FINANCING PLAN	REVENUE
AT&T (to CCTV)	\$292,250.00

In City Council November 19, 2001.

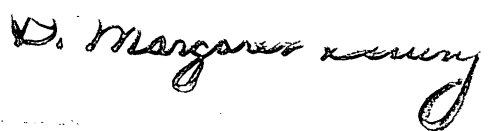
Adopted by a yeas and nays vote:-

Yeas 9; Nays 0; Absent 0.

Attest:- D. Margaret Drury, City Clerk.

A true copy;

ATTEST:-


D. Margaret Drury
City Clerk

**AGREEMENT BETWEEN THE CITY OF CAMBRIDGE, MASSACHUSETTS
AND CAMBRIDGE COMMUNITY TELEVISION, INC.**

This Agreement is made this 28th day of November, 2001 by and between Cambridge Community Television, Inc, a non-profit tax-exempt corporation duly established under the laws of the Commonwealth of Massachusetts (hereinafter referred to as CCTV) and the City of Cambridge, a municipal corporation and a body corporate and politic acting through its City Manager Massachusetts (hereinafter referred to as the City or Cambridge).

WHEREAS, under the original Final License for cable television for the City of Cambridge dated December 30, 1985, CCTV was designated by the City to manage and operate the cable television channels dedicated to the provision of public access programming ("Public Access Channels") in the City; and

WHEREAS, the Cambridge City Manager, as statutory Issuing Authority (the "Issuing Authority"), granted the cable television company operating in the City, AT&T Broadband (Licensee" or "AT&T"), a cable television renewal license on December 30, 2000 for a ten (10) year period (the Renewal License); and

WHEREAS, CCTV wishes to continue providing public access programming for cable television subscribers in the City ("Public Access Programming"); and

WHEREAS, CCTV has been organized to operate for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1954, as amended (the "Code"), and to operate pursuant to the laws of the Commonwealth of Massachusetts, including, for such purposes, the following: (i) to administer and manage the Public Access Channels on the City's cable television system and the use of the facilities, equipment, supplies, services, and other support made available to CCTV by the City; (ii) to support, through direct grants, joint ventures, which may be with the City or the City's cable television provider, and its own programming initiatives, the development and production of public services and programming to be distributed on the Public Access Channels; (iii) to engage in fund-raising activities and to use the funds therefrom for educational or charitable purposes in connection with the Public Access Channels; and (iv) to do any other acts, matters and things necessary or convenient in order to accomplish the foregoing objectives and purposes and such other purposes as shall qualify as exempt under Section 501(c)(3) of the Code, and laws of the Commonwealth of Massachusetts; and

WHEREAS, the City has determined that to facilitate open, nondiscriminatory access to the Cable Television System and to serve the public interest in the development of public services and programming, an independent not-for-profit organization such as CCTV should continue to provide those services and programming within the City; and

WHEREAS, CCTV shall direct and limit its activities to the achievement of the purposes set forth in CCTV's Articles of Organization and By-Laws as they may be

amended from time to time in accordance with Chapter 180 of the General Laws of the Commonwealth of Massachusetts, as amended; and

WHEREAS, CCTV shall obtain the funds necessary to carry out its purposes and objectives from the contributions as provided in the Renewal License and as set forth herewithin, and from any additional contributions by the public or others contributors; and

WHEREAS, the City is agreeable to CCTV continuing to provide Public Access Programming for cable television subscribers in the City;

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

Section 1 DEFINITIONS

For the purpose of this agreement, the following words, terms, phrases, and their derivations shall have the meanings given herein unless the context clearly indicates otherwise. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words used in the plural number include the singular number, and words used in the singular number include the plural number. The word shall is always mandatory and not merely directory.

- (1) Access: The right or ability of any Cambridge resident and/or any Persons affiliated with a Cambridge institution to use designated facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established for such use.
- (2) Access Channel: A video and/or audio channel which the Licensee shall make available, without charge, for the purpose of transmitting non-commercial programming by members of the public, City departments and agencies, public schools, educational institutional and similar organizations.
- (3) Access Corporation: The entity, as may be designated by the Issuing Authority of the City of Cambridge from time to time, organized for the purpose of operating and managing the use of Public Access funding, equipment and channels on the Cable Television, System, or any other successor entity.
- (4) Cable Service: The one-way transmission to Subscribers of Video Programming or other Programming services, together with Subscriber interaction, if any which is required for the selection of such Video Programming or other Programming services, which the Licensee may make available to all Subscribers generally within the City in accordance with the terms and conditions of the Renewal License.
- (5) Cable Television Office: The City of Cambridge Office of Cable Television.

- (6) Cable Television System or Cable System: 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.
- (7) Cambridge Resident: An individual whose actual principal residence, that is, where he normally eats, sleeps and maintains his personal and household effects, is located in the City of Cambridge.
- (8) City or City of Cambridge: The municipal corporation organized under the laws of the Commonwealth of Massachusetts and its corporate territorial limits as they existed upon the execution of the Renewal License and/or the Issuing Authority.
- (9) City Solicitor: The City Solicitor of the City of Cambridge, Massachusetts.
- (10) Downstream Channel: A channel over which Signals travel from the Cable System Headend to an authorized recipient of Programming.
- (11) Educational Access Channel: A specific channel(s) on the Cable System made available by the Licensee to Cambridge educational institutions and/or educators wishing to present non-commercial educational programming and information to the public.
- (12) Effective Date of Renewal License (the Effective Date): December 30, 2000.
- (13) Execution Date of Renewal License (the Execution Date): December 20, 2000.
- (14) FCC: The Federal Communications Commission, or any successor agency.
- (15) Government Access Channel: A specific channel(s) on the Cable System made available by the Licensee to the Issuing Authority and/or his or her designees for the presentation of non-commercial programming and/or information to the public.
- (16) Headend: The electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.
- (17) Issuing Authority: The City Manager of the City of Cambridge, Massachusetts.
- (18) Licensee: MediaOne of Massachusetts, Inc., offering services as AT&T Broadband, or any successor or transferee in accordance with the terms and conditions in the Renewal License.

- (19) Normal Business Hours: Those hours during which most similar businesses in the City are open to serve customers. In all cases, Normal Business Hours shall include some evening hours at least one (1) night per week and/or some weekend hours.
- (20) Municipal Channel: Any channel, or portion thereof, which has been allocated for use by the City, the Issuing Authority or his designees.
- (21) PEG: The acronym for public, educational and governmental, used in conjunction with Access Channels, support and facilities.
- (22) PEG Access Channels: Any channel(s) made available for the presentation of PEG Access Programming.
- (23) Person: Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.
- (24) Program or Programming: Any video, audio, text or data coded signal carried over the Cable Television System.
- (25) Public Access Channel: A specific channel(s) on the Cable System made available by the Licensee for the use of Cambridge residents and/or organizations wishing to present non-commercial programming and/or information to the public.
- (26) Renewal License: The non-exclusive Cable Television License granted to the Licensee by the Issuing Authority.
- (27) Signal: Any transmission of electromagnetic or optical energy, which carries video, voice, or data from one location to another.
- (28) State: The Commonwealth of Massachusetts.
- (29) Subscriber: Any Person, firm, corporation or other entity, located in Cambridge, who or which is authorized to or elects to subscribe to, for any purpose, a Service provided by the Licensee by means of, or in connection with, the Cable Television.
- (30) Subscriber Network: The 750 MHz, bi-directional network, with a minimum of one hundred ten (110) channels, to be owned and operated by the Licensee, over which Signals can be transmitted to Subscribers.
- (31) Upstream Channel: A channel over which Signals travel from an authorized location to the Cable System Headend.

- (32) User: A Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of electronic or other Signals as opposed to utilization solely as a Subscriber.
- (33) Video Programming or Programming: Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

Section 2--TERM

The term of this Agreement shall commence upon its execution and terminate on December 30, 2005 unless sooner terminated as provided herein. One year prior to such expiration, the parties hereto shall meet for the purpose of good faith negotiations regarding a renewal of this Agreement.

Section 3 DESIGNATION

The Issuing Authority hereby designates CCTV as the City's designated Public Access Corporation (the "Public Access Corporation") to provide services to members of the public and those others to whom the use of the Public Access Channels, services, facilities and programming is to be provided under the terms of the Renewal License (the "Public Access Users") pursuant to Section 6 infra.

Section 4 PREMISES

(A) The parties hereby agree that CCTV shall continue to occupy, at its expense, its premises located at 675 Massachusetts Avenue, Cambridge, MA 02139 or suitable alternative premises within the City of Cambridge (the "Premises"). Said Premises shall include, but are not limited to, a studio, control room, offices and editing suites, as specified in "Exhibit 1", attached hereto and made a part hereof (the "Access Facilities"). All Cambridge residents and other Public Access Users who comply with the Policies and Procedures of CCTV shall have the right to make use of said Premises pursuant to the provisions of this Agreement.

(B) CCTV shall maintain the Premises in good and orderly condition at all times during the term of this Agreement.

Section 5 OWNERSHIP AND CONTROL

Except for equipment owned by Public Access Users and equipment leased by CCTV, all equipment in the Access Facilities shall be the sole property of CCTV, subject to the provisions of Sections 21 and 22 herein. The Access Facilities shall at all times remain under the exclusive control of CCTV. CCTV shall determine appropriate rules, procedures and guidelines for the use of said Access Facilities consistent with this Agreement and may amend such rules, procedures and guidelines from time to time;

provided, however, that CCTV shall provide the City with a copy of such rules, procedures and guidelines and any amendments thereto.

Section 6 CCTV OBLIGATIONS

In exchange for the funding and other resources provided by the City to CCTV pursuant to this Agreement, CCTV shall provide services to Public Access Users as follows:

(A) CCTV shall operate the Public Access Channels for public and community access programming purposes ("Public Access"). The primary purpose shall be to administer and coordinate access to the Public Access Channels, facilities and equipment for individuals, groups or institutions to the extent that such channels, facilities and equipment are allocated to CCTV pursuant to this Agreement or the Renewal License and in compliance with applicable laws, rules, and regulations. CCTV shall develop Public Access guidelines, which shall ensure the right of any Cambridge resident, group, or institution to use designated channels, facilities and equipment on a non-discriminatory basis. Said guidelines shall preserve the principle that the Public Access Channels shall be available on a priority basis to Cambridge residents, groups and institutions for Public Access purposes free of charge. CCTV shall offer education and information to residents or institutions regarding community access opportunities available through the use of Public Access Channels, and develop and support programming to be distributed on the Public Access Channels, which is responsive to the needs and interests of the City of Cambridge.

(B) Schedule, operate and program the Public Access Channels provided in accordance with Section 7 herein;

(C) Manage annual funding, pursuant to Section 17 herein;

(D) Operate and maintain a Public Access studio within the City of Cambridge, and purchase and/or lease equipment, with the funds allocated for such purposes in Section 13 herein, and provide regular maintenance and repair of all equipment purchased with moneys received under this Agreement and/or donated, loaned, or leased to CCTV by the City;

(E) CCTV shall offer instruction, training and technical advice in video/television production techniques to all Cambridge residents, groups, and institutions, including resident students of all ages and City employees, and shall conduct periodic training programs in the skills necessary to produce quality Public Access programming;

(F) Provide Public Access to production and post-production equipment and facilities, and technical assistance, to Public Access Users;

(G) Establish rules, procedures and guidelines for use of the Public Access Channels, equipment and facilities, and file such rules, procedures and guidelines and any amendments thereto with the City;

(H) Engage in publicity, fund-raising, outreach, referral and other activities to support Public Access and to provide for any operating or capital equipment funding needs that exceed funds available from the City;

(I) Accomplish such other tasks relating to the operations, scheduling and/or management of the Public Access Channels, facilities and equipment as appropriate and necessary;

(J) Provide and conduct training of not less than 250 hours per year to students, faculty and staff of the Cambridge School Department, at school locations to be designated by the City, to a maximum cost of out of pocket expenses to CCTV, such as labor and equipment uses, in the amount of \$50,000.00 per year. Said training shall include, but not be limited to, at the City's discretion, video use and production, and collaboration on how to best integrate video technology into the classroom and the school curriculum;

(K) Provide an annual performance report to the City Manager or his designee, and, at the sole election of the City Manager if desired, participate in an annual performance review process to be conducted by the City Manager or his designee.

(L) CCTV shall provide for the playback/cablecasting of programs on the Public Access Channels. Programming shall be provided seven days a week for at least twelve hours per day, unless prevented by force majeure, including, without limitation, acts of God, war, strikes, civil unrest, natural disasters, and technical problems beyond the reasonable control of CCTV;

(M) CCTV shall actively promote the use and benefit of the Public Access Channels and facilities to cable Subscribers, the public, Public Access Users, and AT&T. CCTV shall actively conduct outreach activities to engage individuals, non-profit organizations, and communities of interest (for instance ethnic, racial, faith, and neighborhood organizations) in the use of CCTV's Access Facilities and the available equipment. This engagement includes, without limitation, exposing the potential of Public Access as a means of expression and communication to the governing boards, staffs and volunteers of such organizations, and facilitating the production of programming for such organizations. CCTV shall endeavor to address the broad spectrum of needs of the Cambridge community through programming;

(N) CCTV shall undertake other public activities and services as deemed appropriate by CCTV and consistent with the obligation to facilitate and promote Public Access programming and provide non-discriminatory Public Access to its facility and equipment;

(O) The foregoing shall not limit the Public Access Services CCTV may provide, nor shall CCTV be prohibited from producing or assisting Public Access Users in the production of original, non-commercial video programming of interest to Subscribers, including but not limited to programming on City issues, events and activities.

Section 7—PUBLIC ACCESS CHANNELS

(A) CCTV shall continue to have the sole responsibility for managing, scheduling, operating and programming three (3) Public Access Channels or, if the City Manager elects at his sole discretion to reduce the number of Public Access Channels available to CCTV, not less than two (2) Public Access Channels, pursuant to the Renewal License. In the event that the City Manager should exercise his discretion to eliminate one of the Public Access Channels available to CCTV, he shall provide at least six months' notice to CCTV, and the opportunity both to meet with the City Manager and to request reconsideration of the decision.

(B) CCTV agrees to keep the Public Access Channels open to all Public Access Users regardless of their viewpoint, subject to FCC regulations and other relevant laws. Neither the City, nor AT&T or any Cable Operator, nor CCTV, shall have the authority to control the content of programming placed on the Public Access channels so long as such programming is lawful and non-commercial in nature. Nothing herein shall be construed to prohibit CCTV, the City, or any Cable Operator from producing or sponsoring programming; nor shall the City or any Cable Operator be precluded from underwriting programming, and the City, Cable Operators, and CCTV may engage in activities designed to promote production of certain types of programming or use by underprivileged, minority, and under-represented groups, consistent with applicable law.

Section 8--PROGRAMMING DECISIONS

The City shall have no responsibility for CCTV or other programmers' editorial discretion and the content of programming on the Public Access Channels and any liability therefor. In programming the Public Access Channels, CCTV shall comply with all Federal and State laws and regulations at all times during the term of this Agreement.

It is understood and agreed by the parties that CCTV shall have full discretion to refuse to broadcast any material that it, in its discretion, reasonably believes to be obscene, in accordance with 47 U.S.C. § 531 (e) & §§558-559 and 47 CFR 76.702. CCTV will otherwise exercise reasonable judgment in programming matters to comply with all Federal, State, and local laws, which discretion may include the scheduling of material containing obscene content, or indecency, or nudity, at cablecast times consistent with industry practice. CCTV shall indemnify the City for any and all liability arising from the programming shown on CCTV channels.

Section 9 NONDISCRIMINATION

CCTV shall not discriminate against any person in any of its Public Access activities on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the City, sex, affectional preference, disability, age, marital status or status with regard to public assistance. CCTV shall be subject to all other requirements of Federal and State laws or regulations relating to nondiscrimination, throughout the term of this Agreement.

Section 10--COPYRIGHT CLEARANCES

Before cablecasting material submitted by Public Access Users, CCTV shall require all such users to warrant, in writing, that they have obtained all necessary ownership rights, clearances, and licenses, and made all other necessary arrangements with every interested party (whether broadcast stations, networks, sponsors, music licensing organizations, copyright holders, and, without limitation, any and all other persons necessary for lawful transmission of submitted material). CCTV shall keep copies of these agreements for City inspection upon request.

Section 11 ACCESS CABLECASTING

CCTV shall be entitled to use Upstream Channels on the dedicated fiber link maintained by AT&T between the Public Access studio and AT&T's headend (the "Dedicated Fiber Link") in order to transmit Public Access Programming to Cambridge Subscribers. Said Programming shall be modulated at the CCTV Access Facilities, then transmitted to AT&T's headend, where it will be switched to the Downstream Public Access Channels.

Section 12--INDEPENDENT CONTRACTOR STATUS

(A) It is understood and agreed that CCTV is an independent contractor and that no other relationship of any kind exists between the City and CCTV. The relationship between the City and CCTV shall be that established by this Agreement, and none other.

(B) Although CCTV will be the City's designated independent contractor to provide public and educational access services to Public Access Users at the Access Facilities, in no event will CCTV manage any other City-owned facility, supervise any City employee, or represent itself as the City, or as an agent of the City. Nor shall the City manage CCTV, or supervise any CCTV employee, or represent itself as controlling CCTV, except only through those rights granted under this Agreement, together with any rights the City may have under CCTV's Bylaws.

Section 13 ANNUAL FUNDING FOR PUBLIC ACCESS

(A) For each year of the term of this Agreement, the City shall provide CCTV with annual funding equal to 3% of AT&T's Gross Annual Revenues, as that term has

been defined in the Renewal License ("AT&T's Revenues"), for the prior calendar year or as otherwise provided by the Renewal License. Said funding shall be used for salary and operating expenses related solely to the provision of Public Access programming to Subscribers in the City.

(B) The payments herein shall be payable biannually to CCTV, with the first payment to be made within thirty days of the execution of this Agreement, and the second payment to be made by no later than March 1, 2002, and thereafter, the first yearly payment to be made by no later than August 31, and the second payment to be made by no later than March 1 of each year of this Agreement. The first payment will cover AT&T's Revenues for the period from January 1 through June 30 for each year of the Agreement; the second payment will cover AT&T's Revenues for the period from July 1 through December 31 for each year of the Agreement. See, "Exhibit 2", attached hereto and made a part hereof, for a schedule of biannual payments to CCTV.

Section 14 EQUIPMENT GRANT FOR PUBLIC ACCESS

On April 3, 2001, CCTV received a one-time Equipment Grant in the amount of Five Hundred Thousand Dollars (\$500,000.00) of AT&T funds from the City, which funds shall be used during the term of this Agreement to upgrade the Access Facilities and purchase new Public Access Equipment for Public Access Users in the City. CCTV shall provide the City with a list of all equipment and capital purchases made with these funds as a part of its annual performance report referred to in Section 6(K) herein.

Section 15 ACCESS CORPORATION ANNUAL BUDGET

CCTV shall send a copy of its Annual Report (Form PC) to the Issuing Authority within fourteen (14) days of its filing with the Massachusetts Attorney General's Office.

Section 16--RECORDS AND FINANCIAL AUDIT

Prior to the execution of this Agreement, CCTV shall have provided to the City copies of its Articles of Incorporation and Annual Report (Form PC), all documents evidencing compliance with federal, state and local laws and regulations, and its most recent annual budget and annual audit report. CCTV's year-end financial statements shall be audited by an independent, certified public accountant, accounting for all funds received and expended. The annual audit report shall be submitted to the City within one week of completion. CCTV shall maintain all necessary books and records, in accordance with generally accepted accounting principles. Upon reasonable request from the City, CCTV shall, at any time during normal business hours, make available on its premises and provide upon request within five business days, copies of all of its records with respect to all matters covered by this Agreement. Such request shall be delivered, in writing, to the Facility, and to the attention of CCTV's Executive Director. CCTV shall require the Executive Director to respond within five business days and within such time make available all such requested records for inspection and copying.

Section 17--HANDLING OF FUNDS

CCTV shall spend City funds solely for those purposes identified and authorized in this Agreement. City funds not expended in the year covered by CCTV's budget shall be carried over into succeeding years. Upon termination or expiration of this Agreement, all funds of any kind received from the City and not expended by CCTV shall be returned to the City in accordance with Section 21 below or carried over into a subsequent agreement between the City and CCTV or its successor. CCTV shall provide for such financial control and accounting procedures as are necessary to assure proper disbursement and accounting for funds received from the City.

Section 18--FUNDING FROM OTHER SOURCES

CCTV may, during the course of this Agreement, receive supplemental funds from other sources. CCTV shall seek such other sources through fund-raising activities. CCTV may otherwise seek independent resources through any lawful means consistent with section 501 (c)(3) of the Internal Revenue Code, as it may be amended from time to time.

Section 19--REPORTS

Upon request by the City, but in no event more than twice yearly, CCTV shall submit to City status reports detailing: (1) disbursements during the prior fiscal year in relation to CCTV's Budget; and information such as highlights of the last fiscal year's achievements, public events, and relative levels of use of CCTV facilities, training offered, programming and outreach activities, etc.

Section 20 PERFORMANCE EVALUATION HEARINGS

At the request of the City, CCTV shall participate in the Licensee's Performance Evaluation Hearings, pursuant to Section 6(K) of the Renewal License. Said hearing(s) may be held every year by the City, within thirty (30) days of the Execution Date of the Renewal License.

Section 21--TERMINATION OF AGREEMENT; TRANSFER OF ASSETS

(A) The City shall have the right upon sixty (60) days written notice to CCTV to terminate this Agreement for:

- (1) breach of any provision of this Agreement by CCTV;
- (2) malfeasance, misfeasance, or misappropriation of public funds;
- (3) loss of CCTV's federal tax exemption under Section 501(c)(3) of the Internal Revenue Code.

CCTV may avoid termination by completely curing any such breach within thirty (30) days of notification or within a time period agreed to by the City and CCTV. If cure is impossible with such time period, CCTV may avoid termination provided it has promptly and diligently pursued a course of action within the thirty (30) days following notification to cure any breach, and thereafter prosecutes such cure within continued diligence to completion. But in case of an irremediable breach caused by CCTV, the Agreement shall be terminated at the end of the notice period.

(B) Upon termination or expiration of this Agreement, CCTV shall immediately transfer to City all equipment, real property, fixtures, contracts, leases, deposit accounts, or other assets received by or purchased by CCTV with City funds received pursuant to this Agreement. Any CCTV property subject to a security interest held by City shall also be transferred to the City. CCTV shall execute all appropriate deeds, bills of sale, and other instruments necessary to transfer title.

Section 22 DISSOLUTION OF THE ACCESS CORPORATION

In the event that CCTV is dissolved prior to the expiration of this Agreement, or the City either terminates or does not renew this Agreement with CCTV, or CCTV terminates this Agreement, the City shall have the right to designate another entity to provide Public Access Programming in the City. Any such successor Public Access organization shall then assume the benefits and obligations contained herein and in all relevant provisions of the Renewal License.

Section 23 INDEMNIFICATION

CCTV shall indemnify and hold harmless the City, its officers, agents, employees and volunteers from and against any and all claims or other injury, including costs of litigation and attorney's fees, arising from or in connection with claims or losses or damages to persons or property arising out of any violation of this Agreement or the failure to comply with any applicable law, rule, regulation or other requirement of local, state or federal authorities. Such indemnification shall also extend to claims for libel, slander, invasion of privacy, copyright infringement, breach of contract, or for any other injury or damage in law or at equity, which claims, directly or indirectly, result from CCTV's use of those channels, funds, equipment, facilities or staff granted under this Agreement. The City shall indemnify, defend, and hold harmless CCTV, its officers, agents, employees and volunteers from and against any and all claims or other injury, including costs of litigation and attorneys' fees, arising from or in connection with the performance of this Agreement, caused in whole or in part by any negligent or intentional act or omission of the City, to the extent permissible by law.

Section 24--INSURANCE

(A) CCTV shall carry insurance indemnifying the City and itself from and against all claims for injury or damage to persons or property caused by the use of the Premises and/or the Access Facilities, and shall name the City as an additional insured

party. Such insurance shall not be less than One Million Dollars (\$1,000,000.00) for bodily injury or death to any one person or property damage resulting from any one occurrence, for a total of Two Million Dollars (\$2,000,000.00) per occurrence.

(B) All insurance shall be with responsible companies qualified to do business in Massachusetts. It is also understood and agreed that upon issuance of such insurance policy, a complete certified copy shall be given to the City for its review and records. No insurance certificates shall be cancelled without a minimum of thirty (30) days prior written notice to the City.

(C) CCTV shall insure all Public Access equipment for theft, loss and damage.

Section 25--NO THIRD-PARTY RIGHTS

The parties expressly disclaim the creation of any right in any third party whatsoever under this Agreement. There are no third-party beneficiaries. The only parties who may enforce this Agreement, and who have any rights under this Agreement, are the City and CCTV.

Section 26 ASSIGNMENT

CCTV shall have no right whatsoever to assign this Agreement or any of its rights, duties or obligations thereunder without the advance, express, written consent of the City. Any such assignment shall be effective only upon the proposed assignee signing a written agreement with the City assuming the duties and obligations contained herein.

Section 27 NOTICE

(A) Every notice to be served upon the City shall be delivered, or sent by certified mail, to the City Manager with copies to the Director of the Office of Cable Television and the City Solicitor, Cambridge City Hall, 795 Massachusetts Avenue, Cambridge, MA 02139, or such other address as the City Manager may specify in writing to CCTV.

(B) Every notice to be served upon CCTV shall be delivered, or sent by certified mail, to the Executive Director, CCTV, 675 Massachusetts Avenue, Cambridge, MA 02139, or such other address as CCTV may specify in writing to the City.

(C) Whenever notice of any public hearing relating to the Cambridge Cable System is required by law, regulation, the Renewal License or this Agreement, upon request, CCTV shall identify such hearing(s) by periodic announcement on a community bulletin board on the Public Access Channels. It shall be the City's responsibility to provide CCTV any such notice.

Section 28--MISCELLANEOUS

This Agreement shall be governed by Massachusetts law. Paragraph headings are for convenience only and do not effect, limit, or modify the content of the provisions of this Agreement. Use of the masculine, feminine, or neuter shall not limit the application of any provision of this Agreement, but each such gender shall be deemed to include all other gender cases, just as the singular shall include the plural, and the plural the singular.

Section 29 SEPARABILITY

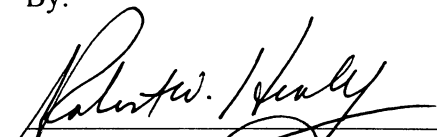
If any section, sentence, paragraph, term or provision of this Agreement is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any State or Federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of this Agreement.

Section 30 ENTIRE AND COMPLETE AGREEMENT

This Agreement constitutes the entire and complete Agreement between the parties hereto with respect to the subject matter hereof and supercedes all prior agreements or understandings. It can be amended only by a written agreement between the parties.

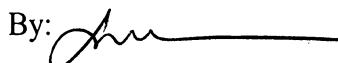
CITY OF CAMBRIDGE

By:


Robert W. Healy, Issuing Authority

CCTV

By:


Susan Fleischman
Executive Director

Title:

Dated: _____

11/28/01

Exhibit One — Description of CCTV Facilities

Staff Offices

Large Studio/ Master Control

Single Camera Hot Set Studio

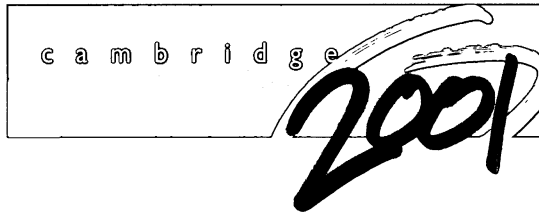
Training Room/Gallery

Radio Booth

Four Edit Rooms

Exhibit Two - - Schedule of Biannual Payments

1. Within 30 days of execution of Agreement
2. By March 1, 2002
3. By August 31, 2002
4. By March 1, 2003
5. By August 31, 2003
6. By March 1, 2004
7. By August 31, 2004
8. By March 1, 2005
9. By August 31, 2005
10. By March 1, 2006



8.

CITY OF CAMBRIDGE • EXECUTIVE DEPARTMENT

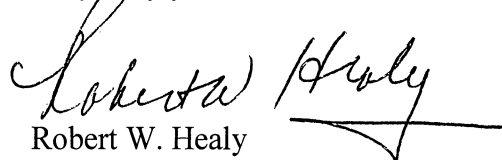
Robert W. Healy, City Manager Richard C. Rossi, Deputy City Manager

December 3, 2001

To The Honorable, The City Council:

I am hereby requesting the acceptance and appropriation of \$292,250 to the General Fund Executive Department Extraordinary Expenditures Account, which will be issued to Cambridge Community Television (CCTV), pursuant to the agreement between the City of Cambridge and CCTV relative to the City's Cable Television Renewal License with AT&T Broadband. These funds represent 3% of AT&T's gross annual revenues derived from the Renewal License for the period of January 1 through June 30, 2001. This funding is to be used for salary and operating expenses related solely to the provision of public access programming to cable television subscribers in the City of Cambridge.

Very truly yours,


Robert W. Healy
City Manager

RWH/mec



150F

Consent Agenda #8

Acceptance and appropriation
of \$292,250, which will be
issued to Cambridge
Community Television
(CCTV) pursuant to the
agreement between the City
of Cambridge and CCTV
relative to the City's Cable
Television Renewal License
with AT&T Broadband.

In City Council December 3, 2001

ORDER ADOPTED

9-0-0