

PERFORMANCE AGREEMENT
between
SAINT PAUL NEIGHBORHOOD NETWORK
and the
CITY OF SAINT PAUL
January 1, 2016 – February 28, 2017

An Agreement by and between the City of Saint Paul, Minnesota, a Minnesota municipal corporation hereinafter referred to as “City,” and Saint Paul Neighborhood Network, hereafter referred to as “SPNN, a Minnesota non-profit corporation.

Table of Contents

DEFINITIONS.....	3
I. DESIGNATION.....	4
II. SERVICES.....	4
III. REPORTING.....	8
IV. EVALUATION.....	11
V. INSURANCE.....	12
VI. EQUIPMENT OWNERSHIP.....	13
VII. STATUS OF EMPLOYEES.....	14
VIII. HUMAN RIGHTS ORDINANCE.....	14
IX. VENDOR OUTREACH PROGRAM.....	14
X. OFFICIALS DESIGNATED – SPNN.....	14
XI. OFFICIALS DESIGNATED – CITY.....	14
XII. CITY APPOINTEES.....	15
XIII. GRANT.....	15
XIV. SEVERABILITY AND WAIVER.....	16
XV. SUBCONTRACTING AND ASSIGNMENT.....	16
XVI. TERMINATION.....	16
XVII. CONDITIONS OF DISSOLUTION.....	17
XVIII. DISPOSITIONS OF DOCUMENTS/MATERIALS.....	17
XIX. COMPLAINTS.....	17
XX. CONTINGENT FUNDING.....	17
XXI. TERM OF AGREEMENT.....	17
XXII. AMENDMENTS TO AGREEMENT.....	18
XXIII. INTREPRETATION AND VENUE, FORCE MAJEURE	18
XXIV. AGREEMENT WHOLE AND CONCLUSIVE	18
XXV. SIGNATURES.....	19

WITNESSETH:

It is mutually agreed as follows by and between the City of Saint Paul, a municipal corporation of the State of Minnesota, hereinafter referred to as “the City,” and the Saint Paul Neighborhood Network, hereinafter referred to as “SPNN,” a non-profit corporation incorporated under the laws of the State of Minnesota.

DEFINITIONS

For purpose of this Agreement:

“Access” will mean the privilege of any one who works or lives in Saint Paul to use the facilities, Equipment, and the cable Access Channels provided by Minnesota Statutes and local ordinance. All such access, including channel time, Equipment, and staff, will be available on a first-come, first-served non-discriminatory basis.

“Access Channels” will mean those channels dedicated by law, rule, regulation, or commitment of Cable Company to the programming use of the general public and educational institutions.

“Access Services” will refer to services, classes, Equipment, and/or facilities provided to the general public and education institutions in support of the Access Channels. It will not include services, Equipment and/or facilities of the city.

“Access Programming” will mean programming under the editorial control of Access users.

“Access Users” will mean those members of the community who create and/or present programming for playback on the Access Channels.

“Business” will mean all appropriate business activities in support of Access users and the production of access and community programming. Such business may include the solicitation of gifts of in-kind and monetary support.

“Cable Company” will mean, Comcast of St. Paul, Inc., its successors and assigns and any other cable franchise granted by the City.

“Community programming” will mean programming under the editorial control of SPNN.

“Designated Entity” will mean a non-profit entity or entities designated by the City and further defined by the Franchise Agreement. This term applies to SPNN while this Agreement is in effect.

“Equipment” will mean any durable goods purchased with funds provided by the Cable Company.

“Franchise Agreement” will mean Appendix H of the Saint Paul Legislative Code, the renewal franchise granted to Comcast of St. Paul, Inc., by the City of Saint Paul and any subsequent amendments approved by the Saint Paul City Council.

I. DESIGNATION

For the consideration hereinafter stated, the City names SPNN as the Designated Entity for the term of this contract.

II. SERVICES

SPNN agrees to provide management and promotional services to the public to support Access and Community Programming in accordance with this contract and the Franchise Agreement.

A. Training

1. SPNN shall provide training that meets the City’s goal that access training, Equipment, and facilities will be widely available to all members of the community and all levels of video production experience, from beginning through advanced. With this goal in mind, SPNN shall on an annual basis determine the objectives for the types of classes, class hours, level of training and number of students and internships. These objectives will include production and editing techniques of all levels. SPNN will conduct orientation classes for the general public and training classes for members on a continuing basis. Specific levels of training are to be determined by SPNN based upon assessment of member and constituent needs. The objectives will then be reviewed by SPNN on a quarterly basis. Results of the quarterly review will be submitted as part of the quarterly reports to the City. A report identifying SPNN’s training and access objectives for SPNN’s coming fiscal year will be submitted to the City with the quarterly report due April 15.
2. SPNN will manage the scheduling, registration, record keeping, production of materials, evaluation, and other administrative tasks, including quarterly reports, for all of its education and training activities. Such reports will include student feedback and evaluations of their training.

B. Equipment and Facilities

1. SPNN will maintain facilities for training, production, and administration of Access and Community Programming consistent with this Agreement.

2. SPNN will maintain inventory control and records of all Equipment with a purchase price of \$300 or more. The inventory will include the make and model number of the Equipment, serial number, purchase date and price, current facility location and its depreciation. Any Equipment, which is disposed of, will continue to be carried on the inventory with a notation of date of disposal and value received.
3. SPNN will maintain and repair Equipment in a timely manner keeping record of maintenance and repair, and maintaining the capital equipment replacement/acquisition plan, developed in 2001, for the purchase, replacement and acquisition of Equipment. Such plan and revisions will be submitted to the City's Office of Technology and Communications with each annual report.
4. SPNN will implement and enforce policies for check out and use of Equipment and facilities, manage Equipment/facilities check out and use, and maintain a current log of Equipment check out and use. SPNN facilities will be open at least 50 hours per week on at least six days per week except for the following holidays: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day (last Monday in May), Independence Day, Labor Day, Thanksgiving, Christmas Eve Day, and Christmas Day. SPNN will provide the City a two-week notice of any changes to the preceding holiday schedule.
5. SPNN will maintain a log of complaints and responses regarding Equipment condition and use policies. The log will be available at all reasonable times for inspection by the City.

C. Access and Community Programming Channel Time

1. SPNN will maintain and enforce policies and procedures for allocating, reserving and using time on the designated Access Channels. Such policies and all subsequent policy changes will be submitted to the City's Office of Technology and Communications within thirty (30) days of a change. No program cablecast on an Access Channel will violate federal, state, or local laws and regulations.
2. SPNN will be responsible for the playback of video, audio and text programming on the four (4) designated Access Channels, in accordance with SPNN's established policies and procedures. SPNN will staff playback facilities to insure program playback seven days per week and an average of twelve hours per day per channel, and a failure rate of no more than 5 percent of the total playback hours.
3. SPNN will produce and provide Community Programming via cable television, the web/internet and other electronic formats and mediums that will include, but not be limited to: local sports events, parades, community and public affairs,

community education, political and cultural events and programming about non-profits. The Community Programming shall consist of no less than fifteen (15) hours per month and no less than five (5) multi-media projects per month. Such programming will include the City Council and Mayoral Inaugurations, the Mayor's State-of-the-City Address, and up to four (4) other public events or meetings as requested by the Office of Technology and Communications. The City will provide its staff, on a staff-available basis for the production of City government related programming.

4. SPNN shall maintain and adhere to its written policy regarding the fair and equal treatment of political candidates with respect to programs produced by and public events covered by SPNN. SPNN shall notify the City 30 days in advance of any proposed changes to the policy.
5. SPNN will not engage in commercial production activities with for-profit entities or engage in production or other activities, which adversely affect SPNN's ability to perform or provide the services specified in this Agreement.
6. SPNN will provide a full-time Education Access Coordinator to serve the educational access community.

D. Promotion of Access

1. SPNN will promote its resources and programs to the public of St. Paul through its channels, other media, printed material and brochures, public speaking engagements, web site, newsletter, and other means of publicity to increase viewers, members, and users of SPNN's facilities and programming. SPNN will evaluate the success of its promotional efforts on an annual basis with the results reported, including a list and examples of all promotional material generated, as part of the annual report due.
2. SPNN will make its programming schedules for the Access Channels available, and will provide information on training and volunteer opportunities for the community. Methods of delivery include a regularly published newsletter, a regularly updated web site, public service announcements (PSA's), and other means by which the information can be made generally available.
3. SPNN will hold two (2) Open Houses for the public to become familiar with the facilities, equipment, programming, and personnel throughout the term of this Agreement. One of these meetings may take place in conjunction with SPNN's annual meeting.

E. Other Management Services

1. SPNN will provide to the City's Office of Technology and Communications a meeting packet either through e-mail or the delivery of a hard copy, at least three (3) business days prior to and for all meetings in which a meeting packet is prepared and delivered to the Board of Directors.
2. SPNN will maintain the following records and keep them available for review by the City.
 - a. Equipment/facilities purchase, use, and maintenance;
 - b. Use of Access and Community Programming channel time;
 - c. Access training provided; and
 - d. Complaints or disputes related to Access or Community Programming.
3. The City will have the right to inspect SPNN's business records and copy them at no expense to the City. SPNN's business records will be maintained in conformance with this Agreement and will be available for inspection during regularly scheduled business hours or at such other time as mutually agreed to by the City and SPNN.
4. SPNN, in the normal course of business, may assume short-term obligations which are within the budget submitted to the City and which will be repaid within thirty (30) days. By example, permitted short-term obligations include credit card obligations, equipment purchase Agreements, revolving accounts for the purchase of supplies, and accrued but unpaid employee benefits (e.g., accrued vacation days). In addition, SPNN may incur debt obligations for terms longer than 30 days, provided that such obligations are for the purpose of securing a new facility and that SPNN remains in compliance with all other provisions of this Agreement. SPNN agrees and understands that the City expressly disavows any responsibility whatsoever for any long-term or short-term debt, and that SPNN shall hold harmless, protect and indemnify the City as provided in Section V.A.6 herein.
5. SPNN will not borrow funds to meet operational expenses from permanently restricted accounts, including its facilities fund, without first submitting a written request to do so and receiving written permission from the Office of Technology and Communications. This request must include the reason for the request, the amount requested, and the time line for repayment.
6. SPNN will maintain an Equipment reserve account balance of at least \$25,000. SPNN's Equipment reserve fund balance will be displayed as a clearly labeled specific line item under current assets on SPNN's monthly balance sheet in SPNN's financial statements.
7. Any circumstances that cause or could cause SPNN to experience meaningful financial difficulty or otherwise represent a significant unplanned reduction in

revenues or increase in expenditures or losses will be reported to the City's Office of Technology and Communications within seven (7) days of discovering the matter, and ongoing corrective action will be periodically reported to the City's Office of Technology and Communications until the Office of Technology and Communications determines the matter is satisfactorily resolved.

8. All paid positions will be subject to a fair and open hiring process. SPNN will comply with all federal, state, and local laws and regulations relating to equal employment opportunity. SPNN will submit to the City's Office of Technology and Communications for review, any revisions to its staffing positions and the impact of those revisions on Access and Community Programming.
9. SPNN will abide by and remain in compliance with its organizational bylaws.
10. SPNN shall update its Equipment Replacement Plan and provide a copy of its updated plan to the City by April 15. The plan shall include equipment descriptions and proposed locations, descriptions of who will use the equipment, equipment cost estimates, funding sources, and purchase timeframes.
11. In the event an emergency situation prohibits the City using the Office of Technology and Communications studio and equipment, SPNN will provide to the City the use of SPNN's facilities, including studios, equipment and edit suites as necessary in order for the City to conduct its video production operations until the emergency situation is over. The City will in turn provide similar use of the Office of Technology and Communications facilities in the event an emergency situation affects SPNN's facilities/operations, with the understanding that the City will retain priority use of the City's facilities.
12. SPNN's acceptance of this Agreement indicates compliance with Chapter 24.03 of the City Administrative Code, "Except as permitted by law, no city official or employee shall be a party to or have a direct financial interest in any sale, lease or contract with the City." Should SPNN become aware of any conflict or potential conflict of interest, it will immediately inform the City and cooperate fully in any resolution of the situation.

III. REPORTING

SPNN shall submit the following reports:

- A. A report identifying SPNN's training and access objectives for the term of this Agreement will be submitted to the City by April 15.
- B. SPNN will prepare and submit to the City's Office of Technology and Communications a balanced annual operating budget for the subsequent year by April 15. Such budget will

be approved by the SPNN Board of Directors and adhere to standard accounting and record keeping practices.

1. The format of the proposed budget shall provide data for a three-year period: the proposed budget, the current year's budget, and the previous year's actual revenues and expenditures.
 2. Any amendments made to the budget shall be approved by the SPNN Board of Directors and submitted to the City.
- C. SPNN will submit audited financial statements to the City's Office of Technology and Communications by July 15. SPNN agrees to maintain its business records in such a manner as will readily conform to the terms of this Agreement, and to make such materials available at its office at all reasonable times for audit or inspection by the City, the Auditor of the State of Minnesota, or other duly authorized representative.
- D. SPNN will provide the City's Office of Technology and Communications a copy of its complete monthly compiled financial statements prepared by a CPA within thirty (30) days of the previous month's end. For assets and liabilities subject to significant measurement uncertainties, SPNN will disclose how the reported amounts were derived and explain the estimates, assumptions, and judgments about future events considered in their measurement. Also, unless otherwise provided in the report of compiled statements, SPNN will provide a statement of cash flow. The cash-flow statement will be prepared and provide on a monthly basis as part of its compiled financial statements. The monthly financial statements and the budget shall track the same items, so as to enable the reader of the statements to easily compare the actual revenues and expenditures to the budget.
- E. SPNN will submit four (4) quarterly reports to the City's Office of Technology and Communications. Reports will be submitted by January 15, April 15, July 15 and October 15. The reports will include SPNN's review of progress towards specific target results and goals and will include at least the following:
1. Programming statistics on a per-channel basis for the past quarter and year-to-date, including number of hours and programs of first-run local programming, number of hours and programs of first-run outside programming, total hours of programming cablecast by week for quarter, and cablecast failure rate for quarter.
 2. A list of all complaints, by category, received during the quarter and how and when they were resolved.
 3. Training statistics for public and educational access for the past quarter and year-to-date, including course schedules, attendance, recruiting efforts, dates, etc. for the quarter.

4. List use of Equipment and facilities for the quarter and year-to-date.
 5. Report on Equipment and facilities maintenance and repair activities.
 6. Report on number of visitors to SPNN web site.
- F. SPNN will submit an annual year-end report to the City's Office of Technology and Communications. The Annual Report will be submitted by July 15, and will contain at least the following information:
1. Membership statistics at year end; including number of members under each membership category and prices for each category.
 2. Programming statistics on a per-channel basis for the past year, including number of hours and programs of first-run local programming, number of hours and programs of first-run outside programming, and cablecast failure rate.
 3. A list of all complaints received during the past year by category.
 4. Training statistics for public and education access for the past year.
 5. Evaluation results of promotional efforts.
 6. The public access training plan for the coming year and results of the prior year plan.
 7. The educational access plan for the coming year and results of the prior year plan.
 8. The Community Programming plan for the coming year and results of the prior year plan.
 9. A list of any Equipment disposed of during the past fiscal year, including description of item, how disposed of, and any compensation received.
 10. Current Equipment inventory and any revisions to the capital Equipment replacement/acquisition plan that was developed in 2001.
 11. Current insurance documents.
 12. Updated business plan, including fund-raising initiatives and other plans to generate revenue.
 13. A description of any changes to its strategic plan and reasons for the changes.

14. Current mission statement.
 15. Current list of Board of Directors with short biographies.
 16. Current list of staff members and organizational chart.
 17. Current employee and workplace policies.
 18. Current access user and channel policies.
 19. A list of any vendors identified in Saint Paul Administrative Code 84.06 Vendor Outreach Program SPNN used during the contract year, and total dollars SPNN spent with such Vendors.
 20. A list and examples of all promotional material generated.
 21. A copy of the current bylaws.
- G. SPNN shall include with the annual report, to the City's Office of Technology and Communications, the Board of Directors member election results, appointments to the Board, and election of Officers. The report will include a complete Board roster with a brief biography of each member. The report will also include an analysis of the nominating process to recruit individuals representing diverse communities of interest and relevant management and professional experience to serve on the SPNN Board of Directors. Any changes to the Board makeup are to be reported promptly in writing to the Office of Technology and Communications.
- H. SPNN shall maintain all business records related to the performance of this Agreement in such a manner as will readily conform to the terms of the contract, and make such materials available at its place of business for audit for six years from the date of termination of the Agreement. SPNN agrees to abide strictly by Chapter 13, the Minnesota Government Data Practices Act. All of the data created, collected, stored, received, used, maintained or disseminated by SPNN in the performance of this Agreement is subject to the requirements of Chapter 13 and SPNN must comply with those requirements as if it were a governmental entity.

IV. EVALUATION

- A. SPNN agrees that an evaluation of its performance under this Agreement, including an on-site inspection, may be performed quarterly as determined by the City's Office of Technology and Communications and following receipt of the Annual Report. The City's Office of Technology and Communications may conduct an in-person evaluation session with the SPNN Board of Directors and senior management as part of the annual

review. Any evaluation will be based on the fulfillment of the terms and conditions herein. Should the City find any instances of noncompliance after a review, the Office of Technology and Communications will transmit in writing a description of the areas of noncompliance to SPNN within thirty (30) days. SPNN will respond to such notices thirty (30) working days of receipt in writing, detailing corrective actions to be taken to bring the matter back into compliance.

- B. In 2016, SPNN and the City agree to develop and adopt performance metrics to be used by both parties to evaluate SPNN's performance as required by this Agreement. The performance metrics become effective on January 1, 2017.

V. INSURANCE

- A. SPNN shall carry insurance of the kind and in the amounts shown below for the life of the Agreement. An insurance certificate shall be provided to the City of Saint Paul prior to the start date of this agreement stating that the City, its employees and officials are "Additional Insureds" where applicable, when the policy permits.

1. General Liability Insurance

- a. Per occurrence limit \$1,500,000, Aggregate limit \$3,000,000

2. Automobile Insurance

- a. Combined single limit \$1,000,000

3. Worker's Compensation Insurance

- a. Worker's Compensation per Minnesota Statutes.
- b. Employer's Liability \$500,000 per accident; \$500,000 per employee; \$500,000 per disease policy limit.

4. Property Insurance

- a. SPNN shall carry property insurance in an amount sufficient to replace all property, contents, Equipment and buildings at full replacement cost for the life of the Agreement.
- b. SPNN shall name the City of Saint Paul as an "Additional Loss Payee" on all items or property that have been purchased with funds provided by the City, per the terms and conditions of this Agreement.

5. General Insurance Requirements

- a. All policies are to be written on an occurrence basis or as acceptable to the City.
- b. Certificates of insurance must indicate if the policy is issued on a claims made or occurrence basis.
- c. Agent must state on the certificate if policy includes errors and omissions coverage.
- d. The City reserves the right to review SPNN's actual insurance policy(s) at any time to verify that City requirements have been met.
- e. Nothing shall preclude the City from requiring SPNN to purchase and provide additional insurance if the scope of the Agreement and risk to the residents of Saint Paul or to the City of Saint Paul has changed significantly as determined by the City's Risk Management Division or the City Attorney's Office.
- f. Both per occurrence and aggregate limits may be met through the purchase of excess or umbrella insurance policies.

6. Hold Harmless

SPNN shall indemnify, save and hold harmless, protect, and defend the City, its officers, agents, and employees from all claims, actions or suits of any character brought for or on account of any claimed or alleged injuries or damages received by any person or property, including the City, resulting from any act or omission by any person employed by SPNN in carrying out the terms of this Agreement.

VI. EQUIPMENT OWNERSHIP

- A. SPNN agrees that everything purchased with funds provided by the Cable Company is the sole property of the City with no right, title, or interest therein vesting in SPNN. SPNN also agrees that funds provided by the Cable Company for the purpose of purchasing Equipment are for the sole purpose of Equipment acquisition and that these funds are to be used only for Equipment-related expenses. As such, all revenues recognized from the sale of Equipment and all Equipment purchased from these funds are permanently restricted. During such time as SPNN, its successors and assigns, is acting as the Designated Entity, it is understood that SPNN is only the temporary custodian of such property and that SPNN has no rights of ownership with respect to such property. SPNN may not dispose of or otherwise use said property so as to enrich SPNN or to deprive any future Designated Entity of the full benefits of this property. SPNN will have the right to dispose of old, outmoded and superfluous Equipment in accordance with

ordinary business practices so long as any benefits arising from such disposition accrue to the Designated Entity only. SPNN will submit in writing to the City's Office of Technology and Communications any plans to dispose of Equipment at least two (2) weeks prior to any such action.

- B. City agrees that everything purchased with funds other than those provided by the Cable Company is the sole property of SPNN with no right, title, or interest therein vesting in the City.

VII. STATUS OF EMPLOYEES

At all times, SPNN is an independent contractor to the City. Neither SPNN, nor its agents or its employees, are employees of the City and are entitled to none of the rights, privileges, and benefits of City of Saint Paul employees.

VIII. HUMAN RIGHTS ORDINANCE

SPNN agrees to be bound by Chapter 183 Human Rights, of Saint Paul Legislative Code, and that any complaints or potential violations shall be reported immediately to the City's Cable Communications Officer.

IX. VENDOR OUTREACH PROGRAM

The City has a goal of assisting minority-owned, woman-owned, and small economically disadvantaged businesses to participate in public contracts through its Vendor Outreach Program, which is addressed in Chapter 84 of the Saint Paul Administrative Code. The City requires SPNN to make a good faith effort to purchase goods, supplies, and services in compliance with the Vendor Outreach Program during this contract period.

X. OFFICIAL DESIGNATED – SPNN

SPNN designates its Executive Director as the person to manage and to be contacted by the City regarding this Agreement. Removal of this person without replacement by equally qualified individuals without the prior written approval of the City shall be grounds for termination. The Board of Directors of SPNN will be the final authority in any SPNN policy determinations.

XI. OFFICIALS DESIGNATED - City of Saint Paul, NOTICES

The City designates the director of the Office of Technology and Communications, and/or his/her designee, as the person to be contacted by SPNN regarding this Agreement. Notices,

requests and demands hereunder shall be in writing and shall be deemed to have been given (a) when delivered in person, (b) upon receipt after delivery by U.S. Mail, or (c) on the next business day if transmitted by national overnight courier (with confirmation of delivery) to the following addresses:

If to City: City of Saint Paul Office of Technology and Communications
Attn: Director
1200 City Hall Annex, 25 W. 4th Street
St. Paul, MN 55102

If to SPNN: Saint Paul Neighborhood Network
Attn: Executive Director
550 Vandalia St, Suite 224
St. Paul, MN 55114

XII. CITY APPOINTEES

The City, at its discretion, may appoint up to three persons as it so chooses, to serve three (3) year terms on the SPNN Board of Directors consistent with SPNN's by laws and the City's appointment process.

XIII. GRANT

- A. SPNN represents that it has a valid and binding contract with the Cable Company to provide PEG services, in accordance with the Franchise, and that it shall continue in compliance with said contract throughout the term of this Agreement. For SPNN's faithful performance of the services set forth in this contract the City agrees to direct the Cable Company to make payments to SPNN according to Section 304(a)(2) of the Franchise Agreement and subject to any subsequent amendments to the Franchise Agreement.
- B. Notwithstanding subsection A, above, the City, upon the recommendation of the Office of Technology and Communications, also reserves the right to withhold payment for noncompliance with this Agreement, and it further reserves the right, at its sole discretion, to reallocate financial support to another Designated Entity or to other cable-related purposes for public benefit pursuant to the Franchise Agreement, Section 304.

Should the City decide to withhold one or more payments for noncompliance as determined in Section III of this Agreement, the City will send written notice to SPPN at least fifteen (15) working days in advance containing the following information:

- 1. Amount being withheld,
- 2. Specific reasons for withholding payment,

3. Corrective actions requested, and
4. Identification of dates by which corrective action is to be completed.

Should the City decide to reallocate financial support to another Designated Entity or to other cable-related purposes for public benefit, the City will send written notice to SPNN at least 90 calendar days in advance of the reallocation and shall contain the following information:

1. Amount being withheld,
2. Date that said amount will be withheld.

Should SPNN notify the City that it believes that a reallocation of funds will affect its ability to fulfill its obligations under this Agreement, then both parties agree to reconsider the Agreement, taking into account the impact of funding changes on SPNN's operations.

- C. So as to ensure the long term survivability of SPNN, and in recognition of potential harmful threats to PEG funding created by federal and/or state actions, SPNN will continue to seek alternative funding sources throughout the term of this Agreement.

XIV. SEVERABILITY AND WAIVER

In the event any provision of this Agreement is deemed unconstitutional, illegal or void as a matter of law, the parties agree that all of the provisions of this Agreement, which are not affected by such an occurrence, will constitute a full and complete Agreement between the parties. The failure of a party to assert any right under this Agreement shall not constitute a waiver of that right.

XV. SUBCONTRACTING AND ASSIGNMENT

SPNN may not subcontract portions of this Agreement until written approval is received from the City's Office of Technology and Communications. Such approval will not be unreasonably withheld. Neither party shall assign its interest in this Agreement without the prior express written approval of the other.

XVI. TERMINATION

The City and SPNN reserve the right to terminate this Agreement or SPNN's selection as the Designated Entity without cause or penalty on sixty (60) days written notice. Notwithstanding any provision contained in this Agreement to the contrary, SPNN will be entitled to pay its expenses incurred in the normal course of its business until such time as it is obligated to effect any transfer pursuant to paragraph XVI. The City reserves the right to immediately terminate the

contract for failure to fulfill its terms, provided that notice and opportunity to cure have been given as provided under this Agreement. The City is entitled to all rights and remedies described in the contract afforded by law and equity, and to recover costs and attorney's fees associated with initiating actions against or defending an action brought by SPNN.

XVII. CONDITIONS OF DISSOLUTION

Subject to SPNN's right to pay its normal operating expenses, as set forth in paragraph XV, in the event that the City transfers responsibilities to another Designated Entity, or in the event of the dissolution of SPNN, any unspent or unobligated funds received from the Cable Company as the Designated Entity, will be paid to any other Designated Entity, within ninety (90) days of notification of reallocation or dissolution. SPNN will immediately release control of all Equipment and materials to the City, excepting those items which are identified in the books and records of SPNN as purchased with funds other than those received from the Cable Company.

XVIII. DISPOSITION OF DOCUMENTS/MATERIALS

In the event that the City transfers responsibility to another Designated Entity, or in the event of the dissolution of SPNN, SPNN will provide the City with copies of all SPNN documents, files, computer disks, videotapes, etc., including but not limited to lists of trained and certified Access users and their respective levels of training and certification; forms necessary for the day-to-day operations of Access; and operating policies and procedures.

XIX. COMPLAINTS

SPNN may, at any time, file in writing with the Office of Technology and Communications, complaints concerning the operation of the cable system that have a bearing on SPNN's performance under this Agreement. The Office of Technology and Communications will investigate the complaints pursuant to Saint Paul Legislative Code 430.034 Complaints Procedure.

XX. CONTINGENT FUNDING

Continued performance of this Agreement by the City is contingent upon continued funding of Access and Community Programming in accordance with the Franchise Agreement and subject to any subsequent amendments to the Franchise Agreement.

XXI. TERM OF AGREEMENT

This Agreement will commence on January 1, 2016, and will remain in effect until December 31, 2016.

XXII. AMENDMENTS TO AGREEMENT

This Agreement may be amended by mutual Agreement of the parties if in writing and duly executed by both. Additionally, both parties acknowledge the City may grant additional cable franchises, and therefore, both parties agree this Agreement may be amended by the City so as to not be inconsistent with any such additional franchises granted by the City.

XXIII. INTERPRETATION AND VENUE, FORCE MAJEURE

This Agreement shall be interpreted and construed in accordance with the laws of the State of Minnesota and any legal actions shall be venued in Ramsey County. Neither party shall be held responsible for performance if prevented from doing so by acts of God or catastrophic events.

XIV. AGREEMENT WHOLE AND CONCLUSIVE

The parties expressly state this Agreement, together with Appendices and Amendments, including the Franchise Agreement, constitutes the whole understanding of the parties as to the performance of SPNN pursuant to this Agreement and no understandings outside of the Agreement are pertinent to SPNN's performance. No right or privilege is granted or conferred by the Agreement except those specifically prescribed herein. In accepting this contract SPNN acknowledges its rights hereunder are subject to the lawful exercise of the power of the City to adopt and enforce general ordinances necessary to the safety and welfare of the public, and further that SPNN will at all times comply with all applicable present and future laws, rules and regulations.

XXV. SIGNATURES

IN WITNESS HEREOF, the parties have set their hands on the dates indicated.

SAINT PAUL NEIGHBORHOOD NETWORK

CITY OF SAINT PAUL

President

Mayor

Date

Date

Executive Director

Cable Communications Officer

Date

Date

Director, Office of Technology &
Communications

Date

Approved as to form

Assistant City Attorney

Date