



Legislation Text

File #: RES 15-924, **Version:** 1

Amending the 2015 Performance Agreement between the Saint Paul Neighborhood Network and the City of Saint Paul.

WHEREAS, the cable franchise agreement with Comcast of St. Paul, Inc., provides that the City may designate a non-profit entity, hereinafter referred to as the "Designated Entity," to manage public and educational access and community programming on the local cable television system; and

WHEREAS, a contract for services (Performance Agreement) between the City of Saint Paul and the Saint Paul Neighborhood Network, hereinafter referred to as "SPNN," which outlines the duties, responsibilities and obligations of the parties with respect to the management and provision of public and educational access and community programming by the Designated Entity, and which names SPNN as the Designated Entity, was approved by the City Council on December 17, 2014, Resolution No. 14-2158; and

WHEREAS, the term of this Agreement is January 1, 2015 through December 31, 2015; and

WHEREAS, pursuant to the Cable Franchise approved by the City on March 11, 2015, Ordinance No. 15-10, Comcast's obligations under the franchise to provide a rent subsidy to SPNN at SPNN's facility located at 370 Jackson Street will end on December 31, 2015; and

WHEREAS, SPNN is exploring its future facility location options, including moving to a new location, and will need to finance such a move; and

WHEREAS, the Performance Agreement currently does not authorize SPNN to assume debt for a period exceeding 30 days, and the parties wish to amend the Performance agreement to permit the acquisition of financing for a move.

NOW, THEREFORE, BE IT RESOLVED, that the proper City officials are hereby authorized to amend Section II.E.4. of the Performance Agreement between SPNN and the City of Saint Paul, to permit longer-term debt obligations under certain conditions, as follows:

4. ~~SPNN will not incur any debt obligations through loans or lines of credit for its operating fund or its facilities fund. However,~~ 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.

