

**GRANT AGREEMENT BETWEEN THE CITY OF SOMERVILLE, MA AND
SOMERVILLE COMMUNITY ACCESS TELEVISION, INC.**

This Grant Agreement (the “Grant Agreement” or “Agreement”) is made this day of April 1, 2023, by and between the CITY OF SOMERVILLE, MASSACHUSETTS (the “City”), a municipal corporation and body corporate and politic, acting through its Mayor as statutory cable license Issuing Authority, and SOMERVILLE COMMUNITY ACCESS TELEVISION, INC. (hereinafter referred to as "SCATV"), a charitable purpose, non-profit tax-exempt corporation duly established under the laws of the Commonwealth of Massachusetts.

WHEREAS, the City desires to continue providing support for the use of public, educational, and government (“PEG”) access channels, facilities, programming, and services pursuant to federal law; and

WHEREAS, the Issuing Authority, through the Executive Office of Communications and Community Engagement, produces and provides government and educational access programming to and for Somerville Subscribers; and

WHEREAS, the Issuing Authority granted (i) a Cable Television Renewal License to Comcast of Massachusetts/New Hampshire/Ohio, Inc. ("Comcast" or “Licensee”), dated January 1, 2023 (“Comcast Renewal License”), and (ii) a Cable Television Renewal License to RCN Telecom Services of Massachusetts, LLC (“RCN” or “Licensee”), dated December 18, 2018 (“RCN Renewal License”), both of which operate cable television systems in the City and collectively referred to herein as the “Cable Television Licenses.” The Mayor, as Issuing Authority, may grant additional licenses to other cable television providers in the future, which shall also be referred to herein as the "Cable Television Licenses”; and

WHEREAS, the Issuing Authority hereby renews the designation of SCATV as the Access Corporation, for the purpose of operating and managing the use of the Public Access facilities and the Public Access Channel on the Cable Television System(s) in the City to carry out charitable, educational and public interest nonprofit purposes benefiting the general public consistent with this Grant Agreement and the Cable Television Licenses; and

WHEREAS, SCATV wishes to continue to provide Public Access services and programming to Cable Television Subscribers in the City; and

WHEREAS, in relation to SCATV’s provisions of services and programming, SCATV maintains a website, where various audio/visual information is posted from time to time in connection with advancing the Public Access cable services and mission of SCATV;

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

City of Somerville-SCATV Agreement

SECTION 1: DEFINITIONS

- (a) **Access:** The right or ability of any Somerville resident and/or any persons affiliated with a Somerville institution to use designated Public, Educational, and Government (“PEG”) facilities, equipment and/or PEG Access channels of the Cable Television System, subject to the conditions and procedures established for such use.
- (b) **Access Corporation:** The nonprofit entity, designated by the Issuing Authority of the City of Somerville from time to time, for the purpose of operating and managing the use of public access facilities and channels on the Cable Television System.
- (c) **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 of Somerville.
- (d) **City:** The City of Somerville, Massachusetts, as a municipal entity and Issuing Authority.
- (e) **CityTV Division:** The City division within the Office of Communications and Community Engagement (OCC), which provides Educational and Government Access channels, production, and services (EduTV and GovTV), studio, and general video operations and services for the City under the Issuing Authority, and funded previously (through FY23) through the allocation of Comcast and RCN franchise fees to the City’s annual budget via the PEG/Access Revolving Fund and now proposed for funding (starting FY24) through the City’s annual budget general funds via the CityTV Television and Video Services Division.
- (f) **Comcast:** Comcast Cable Communications Management, LLC or successor Licensee to the extent applicable to such successor.
- (g) **Issuing Authority:** The Mayor of the City of Somerville as the Mayor is designated as Issuing Authority by Mass. General Laws Chapter 166A Section 1.
- (h) **Office of Communications and Community Engagement (OCC):** The City department, designated by the Issuing Authority, responsible for the day-to-day regulation of the Cable System and production of Educational and Governmental Access programming.
- (i) **Public Access:** The right or ability of any Somerville resident and/or any persons affiliated with a Somerville institution to use designated facilities, equipment, and/or the Public Access Channel to produce and disseminate locally created non-commercial programming.
- (j) **Public Access Channel:** A specific channel(s) on the Cable System that each cable operator shall make available to the Mayor, as Issuing Authority, and/or the Access Corporation, without charge, for the use by, among others, Somerville residents and/or organizations wishing to present non-commercial programming and/or information to the public.

(k) Public Access User: A person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of electronic or other Signals for nonprofit Public Access purposes, as opposed to utilization solely as a Subscriber.

(l) RCN: RCN Telecom Services of Massachusetts LLC, d/b/a Astound Broadband, or successor Licensee to the extent applicable to such successor.

(m) SCATV: Somerville Community Access Television, Inc.

(n) Subscriber: Any person, firm, corporation, or other entity who or which elects to subscribe to, for any purpose, a Service provided by the Licensee by means of, or in connection with, the Cable Television System.

SECTION 2: DESIGNATION OF THE ACCESS CORPORATION

The Issuing Authority hereby renews the designation of SCATV as the Public Access Corporation, which shall provide services to Public Access Users, as provided for herein and pursuant to the terms of the Cable Television Licenses.

SECTION 3: TERM OF GRANT AGREEMENT

(a) This Grant Agreement shall have commenced on April 1, 2023, and shall terminate on March 31, 2026, unless otherwise extended by a mutually agreed written extension.

(b) In the event that any subsequent renewal license, new license, or any other act relative to licensing, necessitates an amendment to any provision of this Grant Agreement for consistency purposes, including but not limited to, Sections 9 and 10 of this Grant Agreement, SCATV and the City agree to promptly execute an amendment to this Grant Agreement subject to and in accordance with applicable law.

SECTION 4: PERIODIC REPORTING

(a) On an annual basis, and within forty-five (45) days of filing its Annual Report (Form PC) to the Massachusetts Attorney General's office, SCATV shall provide a written report to the City, which report shall include the following:

- (i) A copy of SCATV's most recent Annual Report (Form PC) filed with the Attorney General's Office;
- (ii) Year-end financial statements, prepared by a CPA;
- (iii) Previous year-end budget and actual expenditures summaries;
- (iv) Summary spending reports by category for rent, utilities, equipment, salaries/fringe, other operations, and facility improvements;

(v) Average monthly total revenue for the previous twelve months and twelve-month totals for specific revenue sources: grants, income generation, interest, fees, etc.;

(vi) Average monthly total expenses for the previous twelve months;

(viii) Any other documentation and/or items mutually agreed upon by the parties hereto.

(b) No later than April 15 of each year, SCATV shall provide the City of its upcoming annual operating budget.

(c) Within forty-five (45) days of filing, SCATV shall provide two copies separately to the City of information returns/tax filings including annual Form 990 filings and Form PC. In addition, within 45 days of receipt or delivery, SCATV shall provide all correspondence with the IRS.

(d) Within forty-five (45) days of filing its Form PC, SCATV shall provide the City an Annual Report on Activities including four sections and any relevant attachments:

- i. Overview, Mission Statement, Goals;
- ii. Hours of Operation of the Media Center and Hours of Access Programming Produced by SMC Membership;
- iii. Summary of SMC Engagement including:
 - a. Usage data for SMC Facilities and Equipment;
 - b. Diversity, Equity, and Inclusion Data for membership and program participants: including zip code or unsheltered status, gender identity, age, race/ethnicity, and primary language spoken;
 - c. Number of individual youth under age 18 directly served by SCATV workshops, classes, and youth programs;
 - d. Workshops and Classes offered and participation/attendance thereto, and, if available, summary of workshop/course/program evaluations by participants;
 - e. Community Events and Special Programs highlights;
 - f. Notable Partnerships;
- iv. Summary of Revenue Generation Activities;
- v. Strategic Planning Reports (if any) as attachments.
- vi. Corporate filings to the State and federal government(s), including, but not limited to, Change of Directors and/or Officers; instruments of restatement of Articles of Organization; by-laws; dissolution; and any related corporate filings from the previous 12 months.

(e) Mid-Year Summary Report: within forty-five (45) days of the end of the six-month period following the required annual report submission date as defined in section 4(a), SCATV shall provide to the City a Mid-Year Summary Report, which report shall include the following four sections:

- i. Hours of Operation of the Media Center and Hours of Access Programming Produced by SMC Membership in the past 6 months;
- ii. Summary of SMC Engagement for the past six months including:
 - a. Usage data for SMC Facilities and Equipment;

- b. Diversity, Equity, and Inclusion Data for membership and program participants: including zip code, gender identity, age, race/ethnicity, and primary language spoken;
 - c. Number of individual youth under age 18 directly served by SCATV workshops, classes, and youth programs;
 - d. Workshops and Classes offered and participation/attendance thereto, and, if available, summary of workshop/course/program evaluations by participants;
 - iii. Financials:
 - a. Summary balance sheet containing:
 - 1. current total funds on hand,
 - 2. total funds designated as long-term reserves,
 - 3. total funds restricted to capital;
 - b. Average monthly total revenue for the previous six months;
 - c. Average monthly total expenses for the previous six months.
 - iv. Corporate filings to the State and federal government(s), including, but not limited to, Change of Directors and/or Officers; instruments of restatement of Articles of Organization; by-laws; dissolution; and any related corporate filings from the previous 6 months.

(f) All reports and filings “to the City” in section 4 shall be submitted as two copies, one each separately, to the Mayor and to the Director of Communications and Community Engagement. These reports and filings may be submitted to the City electronically or by hand.

SECTION 5: OBLIGATIONS OF SCATV

During the term of this Grant Agreement, SCATV shall provide services to Public Access Users as follows:

- (a) Schedule, operate, and program the Public Access Channel(s) in accordance with relevant sections of the Cable Television Licenses;
- (b) Manage annual funding allocated to Public Access in accordance with applicable laws governing the allocation of same and ensure that any such funding provided and received by the City pursuant to the Cable Television Licenses is used for appropriate and lawful Public Access purposes and in accordance with the terms of this Grant Agreement;
- (c) Operate and maintain a Public Access production facility, and purchase and/or lease, and maintain equipment, with the funds allocated for such purposes;
- (d) Conduct periodic training programs in the skills necessary to produce quality Public Access programming;
- (e) Provide access to production and post-production equipment and facilities, and technical assistance to Public Access Users;

(f) Establish, publicize, and enforce rules, procedures, and guidelines for the use of the Public Access Channel(s);

(g) Except with respect to materials produced by SCATV members or other parties for promotion of individual programs/projects/events/etc., engage in reasonable and appropriate publicity, fundraising, outreach, referral, and other activities to support Public Access; and provide proper notation of City funding in promotion as follows:

(i) include funding logo to be provided by the City in all written materials (fliers, brochures, guides, posters, announcements, web “About” page and program announcements, and similar);

(ii) include the following line in the copy of all programming announcements to membership or the public: **Funded in part by the City of Somerville**;(h) Accomplish such other tasks relating to the operation, scheduling, and/or management of the Public Access Channel(s), facilities, and equipment as appropriate and necessary;

(i) Comply with applicable laws, rules, and regulations in the operation of the Public Access Channel(s), facilities, and services; and

(j) Provide non-discriminatory access to the use of Public Access equipment, facilities, channel(s), and services provided for hereunder on a non-discriminatory basis to all members of the community.

The foregoing shall not limit the Public Access services SCATV may provide, nor shall SCATV be prohibited from producing or assisting Public Access Users in the production of original, noncommercial video programming of interest to Subscribers, in accordance with this Grant Agreement and applicable provisions of the Cable Television Licenses, or any activity for the use and benefit of Public Access Users that complies with applicable laws.

SECTION 6: PUBLIC ACCESS PROGRAMMING

(a) SCATV expressly covenants that neither the Mayor nor the City shall have any responsibility and/or liability for SCATV and/or other programmers' acts and/or editorial discretion and the content of programming on the Public Access Channel(s) and any other multi-media or other programming, content or acts and omissions related thereto.

(b) In programming the Public Access Channel, SCATV shall comply with all federal, state, and local laws and regulations at all times during the term of this Grant Agreement.

SECTION 7: NON-DISCRIMINATION

SCATV shall adhere to all applicable laws regarding non-discriminatory opportunity and shall not discriminate against any person or applicant in any of its Public Access activities, including but not limited to, employment or the provision of services as a subcontractor or in the delivery of services on the basis of

age, race, color, creed, religion, sex, sexual preference, gender identity, marital status, ancestry, status with regard to public assistance, immigration status, national origin, or physical or mental disability.

SECTION 8: PERFORMANCE EVALUATION BY THE PUBLIC

SCATV shall provide the public with the opportunity to review its performance under this Grant Agreement by allowing members of the public to make comments at meetings held by the SCATV Board of Directors, by following the Policies and Procedures established by SCATV for providing such comment, and becoming part of the agenda for such meetings. Such process shall include the opportunity for commentary at an annual public meeting and regularly scheduled meetings to be held at suitable City location(s) as designated from time to time by SCATV.

SECTION 9: ANNUAL FUNDING

(a) For the term of this Grant Agreement during which the City receives the payments of five percent (5%) of RCN's Gross Annual Revenues, as defined in the RCN Renewal License ("RCN's Revenues"), less applicable fees, and receives the payments of five percent (5%) of Comcast's Gross Annual Revenues, as defined in the Comcast Renewal License ("Comcast's Revenues"), less applicable fees, the City shall provide SCATV with the following funding:

(i) SCATV shall receive one hundred percent (100%) of the combined total of the RCN and Comcast five percent (5%) of Gross Annual Revenues payments intended as PEG Access franchise fees received by the City as provided for under the respective Comcast and RCN cable television Renewal Licenses (the “**5% PEG Access Fees**”), subject to Sections 9(a)(ii), 9(a)(iii), 9(b) – (e) below and the terms of this Grant Agreement, which Sections in the aggregate ensure that funding from the PEG Access franchise fees received by SCATV shall in no event equal less than the average of \$475,000.00 per year (\$1,425,000 in total calculated over the Term of this Grant Agreement) (subject to the payments and the foregoing being in compliance with applicable law and the terms of this Grant Agreement, including being subject to the City’s receipt of sufficient funds from Licensees). Said funding shall be used by SCATV for expenses related to the provision of Public Access programming and the promotion thereof to Somerville Subscribers related to the mission of SCATV. (ii) For **Calendar Year 2023 5% PEG Access Fees**, SCATV shall receive one hundred percent (100%) of the 5% PEG Access Fees for 2023.

(iii) For **Calendar Year 2024 and Calendar Year 2025 5% PEG Access Fees**, SCATV shall receive up to or equal to 100% of said 5% PEG Access Fees subject to the following:

If, in Calendar Year 2024 or Calendar Year 2025 during the Term of this Agreement, the City Council approves a general fund budget for the City of Somerville’s CityTV Video and Television Services Division that is less than the **Adjusted FY2023 CityTV PEG Funding**, the amount of the 5% PEG Access Fees received by SCATV shall be reduced

by the difference between the current year's City Council-appropriated CityTV budget and the adjusted FY23 CityTV budget; however, the foregoing reduction shall in no event bring SCATV's funding from the 5% PEG Access Fee below \$387,500.00 for the calendar year (subject to the foregoing being in compliance with applicable law and the terms herein, and subject to the City's receipt of sufficient funds from Licensees). The **Adjusted FY2023 CityTV PEG Funding** is defined as \$380,000.00 [equaling \$40,662.00 less than the FY23 approved CityTV (Government Access and Educational Access) budget], increased each year by the greater of (x) 3% or (y) the amount of the most recent 12-month increase in the U.S. Commerce Department Bureau of Labor Statistics Consumer Price Index for Urban Consumers (CPI-U) for the area).

(b) For the purposes of this Grant Agreement and calculation, Gross Annual Revenues are based on the most recent prior calendar year consistent with the Cable Television Licenses. "**Calendar Year 5% PEG Access Fees**" are defined as the total annual five percent (5%) PEG Access Fees received by the City as a percentage of that calendar year's RCN and Comcast gross annual revenues combined as defined in section 9(a)(i) above.

(c) Subject to section 9(a), the payments herein due under section 9 shall be payable quarterly to SCATV, within thirty (30) days of receipt by the City of each of the four (4) quarterly payments of RCN's and each of the four (4) quarterly payments of Comcast's scheduled annual funding.

(d) Said payments and payment schedule shall be subject to City's receipt of sufficient funding from Licensees; compliance with applicable federal, state and local municipal finance and appropriations law; and City Council appropriation as noted in section 9(a)(iii).

(e) Concurrent with each payment received by SCATV pursuant to this Section 9, the City shall provide SCATV with written documentation that shows the full amount of franchise fees received from each of Comcast and RCN and the basis for the calculation of the franchise fee payable to SCATV.

SECTION 10: PUBLIC ACCESS EQUIPMENT AND CAPITAL FACILITIES FUNDING FROM RCN AND COMCAST

(a) RCN QUARTERLY: For the term of this Grant Agreement during which the City receives the payments for equipment **and capital facilities** funding in the amount of one percent (1%) of RCN's Gross Annual Revenues, as defined in the RCN Renewal License, SCATV shall receive one-half (50%) of said equipment funding received by the City via the scheduled payments from RCN as specified below:

- (i) 50% of RCN equipment and capital payments received for the period April 1, 2023, through December 31, 2023;
- (ii) 50% of RCN equipment and capital payments received for the period January 1, 2024, through December 31, 2024; and

(iii) 50% of RCN equipment and capital payments received for the period January 1, 2025, through December 31, 2025.

(iv) 50% of RCN equipment and capital payments received for the period January 1, 2026, through March 31, 2026.

The City shall make the payments in Section 10(a)(i)-(iv) above within thirty (30) days of receipt of the respective quarterly equipment payments from RCN subject to the terms herein.

(b) COMCAST LUMP SUM PAYMENTS: For the term of this Grant Agreement during which the City is scheduled to receive lump sum payments totaling Five Hundred and Eighty Thousand Five Hundred Dollars (\$580,500.00) for equipment and capital facilities funding from Comcast, as defined in the Comcast Renewal License, SCATV shall receive one-half (50%) of the total Comcast equipment payments received (with 50% expected to equal \$290,250.00) within thirty (30) days of receipt of Comcast's lump sum equipment funding payments to the City as specified below and subject to the terms herein:

(i) For the first payment of Two Hundred Eighty-Five Thousand Five Hundred Dollars (\$285,500.00) that Comcast is scheduled to provide to the City no later than October 1, 2023, SCATV will receive 75% of the payment received (to equal \$214,125.00) within 30 days of payment receipt by the City.

(ii) For the second payment of One Hundred Forty-Seven Thousand Five Hundred Dollars (\$147,500.00) that Comcast is scheduled to provide to the City no later than No later than April 1, 2024, SCATV will receive 51.61% (as rounded to the nearest 100th of 1 percent) of the payment received (to equal \$76,125.00) within 30 days of receipt by the City.

(iii) For the third payment of One Hundred Forty-Seven Thousand Five Hundred Dollars (\$147,500.00) that Comcast is scheduled to provide to the City no later than no later than April 1, 2025, SCATV will receive no percentage of the payment received.

(c) COMCAST ANNUAL: For the term of this Grant Agreement during which the City receives equipment and capital facilities funding based on .333% or .41% of Comcast's Gross Annual Revenues, as defined in the Comcast Renewal License, SCATV shall receive one-half (50%) of the Comcast annual equipment and capital payments received within thirty (30) days of receipt by the City, as specified below:

(i) 50% of: The Comcast equipment and capital payment received accounting for .333% of the Licensee's Gross Annual Revenues payable to the City no later than October 1, 2025. Said payment shall be based on Licensee's Gross Annual Revenues during the period of January 1, 2024 through December 31, 2024. (ii) 50% of: The Comcast equipment and capital payment received accounting for .41% of the Licensee's Gross Annual Revenues payable to the City no later than July 1, 2026. Said payment shall be based on the Licensee's Gross Annual Revenues during the period of January 1, 2025 – December 31, 2025.

(iii) 50% of 25% (i.e., 12.5%) of: The Comcast equipment and capital payment received accounting for .41% of the Licensee's Gross Annual Revenues payable to the City no later than July 1, 2027.

Said payment shall be based on the Licensee's Gross Annual Revenues during the period of (January 1, 2026 – December 31, 2026, of which January 1-March 31, 2026, falls under the purview of this agreement.

(d) Said payment schedules shall be subject to City's receipt of funding from Licensees and the City's compliance with applicable federal, state, and local municipal finance and appropriations law.

SECTION 11: USE OF FUNDS

SCATV shall spend funds provided by and from the City solely for those purposes identified and authorized in this Grant Agreement unless otherwise agreed in writing by the parties. SCATV shall provide for such financial controls and accounting procedures, including but not limited to having an annual audit by an independent certified public accountant as required by applicable law and which shall be available to the Issuing Authority for review upon written request by the Issuing Authority, as are necessary to ensure proper disbursement and accounting of the funds received from the City.

SECTION 12: DOWNSTREAM DROP TO RELOCATED SCATV SITE

During the term of this Grant Agreement, should SCATV move to a different location within the City of Somerville, the following shall apply:

(i) During the term of the Cable Television Licenses, the Mayor, as Issuing Authority, may request additional downstream drop(s) to public buildings and/or non-profit institutions for the provision of Basic Service. To this end, the Issuing Authority shall request the installation by RCN or Comcast of one such drop and outlet at a new SCATV location within thirty (30) days of any written request(s) from SCATV and shall exercise best efforts to support SCATV's efforts to obtain such new drop and outlet.

(ii) In accordance with the Cable Television Licenses, RCN or Comcast shall install aerial drops within sixty (60) days of any request and underground drops within 120 days at their sole cost. The City assumes no liability should unforeseen events cause a delay or should insurmountable barriers preclude drop installation at a chosen site.

(iii) Subject to the provisions of paragraph (iv) below, there shall be no charges or costs to SCATV for the provision of such downstream drop and outlet; however, if RCN or Comcast exercise their rights, if any, under the FCC's 621 Order or applicable law and require payment of such charges or costs for drops and/or outlets, then SCATV would have to pay for the costs of such drop, outlet, and monthly service thereto.

(iv) SCATV shall ask the Office of Communications and Community Engagement to request a review of site applicability for a new drop by Comcast or RCN before initiating any move of location. If either Comcast or RCN advises the City that a free downstream drop is not possible at the chosen location in accordance with its respective cable television license, and SCATV nonetheless completes the move of

location, then SCATV shall assume all costs and responsibilities for ensuring that its new location is connected to either the Comcast or RCN cable television system.

SECTION 13: TERMINATION

(a) The City shall have the right to terminate this Grant Agreement upon thirty days (30) days written notice from the City, for the following reasons:

- (i) Breach of any material provision of this Grant Agreement by SCATV;
- (ii) Malfeasance, misfeasance, or misappropriation of funds;
- (iii) Loss of SCATV's federal tax exemption under Section 501(c)(3) of the Internal Revenue Code; and/or
- (iv) Dissolution of SCATV or filing for bankruptcy.

Notwithstanding the foregoing, no lapse in any of the services provided by SCATV and no lapse in any activities conducted by SCATV, in either case occurring on or before December 31, 2023, shall constitute a material breach of this Grant Agreement.

(b) Upon receipt of written notice of default from the City stating the basis for termination, SCATV shall have the right to cure any such default within thirty (30) days of such written notice, and shall have the right to be heard on the matter in a reasonable manner, unless such time period is extended by the written agreement of the parties hereto. Failure to cure such default within the time period specified herein shall result in termination at the end of the notice period unless the Issuing Authority extends such opportunity for cure or appropriate remediation. The result of such termination shall be that SCATV shall no longer be the designated Public Access Corporation, and the City shall have the right to designate another entity for the purpose of Public Access programming.

(c) Upon the termination or expiration of this Grant Agreement, SCATV shall immediately transfer to the City all equipment, real property, fixtures, contracts, leases, deposit accounts, funds, or other assets (i) received from the City pursuant to the City's cable television licenses and/or renewal license(s); (ii) received by SCATV from any cable television operators(s); and/or (iii) acquired or purchased by SCATV with funds received by it from the City pursuant to this Agreement and/or any prior agreement between the parties hereto. Any SCATV property subject to a security interest held by the City shall also be transferred to the City. SCATV shall execute all appropriate deeds, bills of sale, and other instruments necessary to transfer title, without delay.

SECTION 14: INDEMNIFICATION

SCATV hereby releases and covenants to indemnify and hold harmless the Issuing Authority, the City, its officers, agents, employees, representatives, and volunteers of and from any and all causes of actions, claims or other injury, demands, damages, judgments, costs, or expenses in any way arising from or in

connection with claims or losses or damages to persons or property, arising from any act or omission of SCATV, its officers, employees, volunteers, agents, representatives, and invitees, relating to this Grant Agreement. Such indemnification shall extend to claims for libel, slander, invasion of privacy, copyright infringement, breach of contract, or for any other injury, loss, or damage in law or at equity, which claims, directly or indirectly, result from SCATV's activities and operations, or those of its officers, employees, volunteers, agents, representatives, and invitees.

SECTION 15: INSURANCE

(a) SCATV shall, at all times during the term of this Grant Agreement, maintain the types of insurance coverages, in the amounts set forth below and as listed on the Insurance Policy Summary, which SCATV shall attach hereto, and which shall be made part of this Agreement. Such policies shall be written by a responsible company qualified to do business in Massachusetts and in good standing therein. SCATV shall be considered in default of this Agreement if any of the insurance coverages listed on the attached Policy Summary expire, lapse, and/or are otherwise not valid.

(b) The City shall be named as an additional insured on all aforementioned insurance coverages. All insurance certificates shall provide that the policies shall not be cancelled without at least thirty (30) days written notice to the City. SCATV shall deposit with the City copies of the certificates of insurance naming the City as an additional insured within ten (10) days of the execution of this Agreement and thereafter within ten (10) days prior to the expiration of any such policies. SCATV shall provide copies of any underlying policy required hereunder within thirty (30) days of a written request. In the event of a SCATV insurance cancellation consistent with the foregoing, SCATV shall ensure replacement coverage as of the cancellation effective date.

(c) Insurance Coverages:

(i) General Liability Insurance:

SCATV shall obtain general liability coverage including property damage, personal injury coverage, and comprehensive automobile liability including owned, hired, and non-owned automobile coverage in accordance with the Insurance Policy Summary attached hereto. The limits for such coverage shall be Business Liability: \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.

(ii) Equipment Insurance:

Insurance coverage shall be maintained on all major equipment and facilities including fixtures funded in whole or in part under this Grant Agreement, in accordance with the Insurance Policy Summary attached hereto.

(iii) Workers' Compensation Insurance:

Full Workers' Compensation Insurance and Employer's Liability with limits as required by Massachusetts law, in accordance with the Insurance Policy Summary attached hereto.

(iv) Cablecaster Errors and Omission Insurance or equivalent coverage however named:

Insurance shall be maintained to cover the content of productions that are cablecast on the Public Access Channel in, at minimum, the following areas: libel and slander; copyright or trademark infringement; infliction of emotional distress; invasion of privacy; plagiarism; misuse of musical or literary materials; all in accordance with the Insurance Policy Summary attached hereto.

SECTION 16: NOTICES

Any notice(s) provided for in this Agreement to be delivered, given, or made shall be delivered to the Mayor and the Director of Communications & Community Engagement in writing, except as may be otherwise explicitly provided herein, and shall be deemed given when delivered by hand, deposited with an overnight courier service, or mailed by registered or certified mail, postage prepaid, return receipt requested and addressed as follows or by other reasonable electronic means. Each party may change the address to which notices shall be sent by filling written notice thereof with the other party.

(a) CITY:

City of Somerville
Director, Office of Communications and Community Engagement
City Hall
93 Highland Avenue
Somerville, MA 02143

With a copy to:

City Solicitor
City of Somerville
93 Highland Avenue
Somerville, MA 02143

(b) SCATV

Executive Director
Somerville Community Access Television, Inc.
29 Properzi Way
Somerville, MA 02143

SECTION 17: NON-ASSIGNMENT

Neither this Agreement nor any interest herein shall be assigned, transferred, or sub-contracted by SCATV, except as expressly authorized in writing by the City's Issuing Authority, which consent may be withheld in the sole and absolute discretion of the City's Issuing Authority.

SECTION 18: ENTIRE AGREEMENT

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

SECTION 19: CAPTIONS

Caption or paragraph headings are for convenience only and do not affect, limit, or modify the content of the provisions of this Agreement.

SECTION 20: NO THIRD-PARTY BENEFICIARY

The parties expressly disclaim the creation of any third-party beneficiary or beneficiaries whatsoever under this Agreement. Only the City and SCATV shall have rights under this Agreement, and may enforce the same.

SECTION 21: SEVERABILITY

If any provision of this Agreement shall be held to be invalid, the validity of the remaining provisions shall not be affected nor impaired thereby.


SECTION 22: APPLICABLE LAW

This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement is hereby agreed to by the Mayor, the City and SCATV and the parties hereto set their hands this 30th day of Oct., 2023.

FOR SOMERVILLE COMMUNITY ACCESS
TELEVISION, INC.



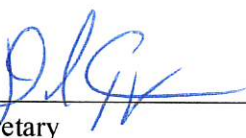
Executive Director

Print: Kathleen Powers



President

Print: JESSE BUCKLEY




Secretary

Print: Daniel Cayarga

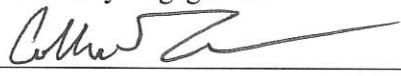
FOR THE CITY OF SOMERVILLE



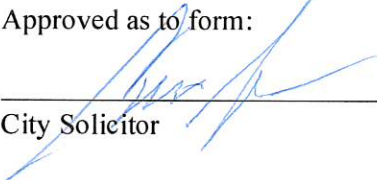
Mayor, as Statutory Issuing Authority



Director of the Office of Communications and
Community Engagement



Deputy City Auditor

Approved as to form:


City Solicitor