

City and County of San Francisco
DEPARTMENT OF TECHNOLOGY

Second Amendment

THIS AMENDMENT (this "Amendment") is made as of June 10, 2009, in San Francisco, California, by and between San Francisco Community Television Corporation ("Grantee"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Department of Telecommunications and Information Services.

RECITALS

WHEREAS, on October 29, 2002, City and Grantee entered into the Agreement (as defined below);

WHEREAS, on December 18, 2007, City and Grantee entered into an Amendment to the Agreement;

WHEREAS, the Agreement as amended will expire on June 30, 2009;

WHEREAS, City has issued a request for proposals for a public access cable channel operator and has extended the deadline for responding to the request for proposals to June 10, 2009;

WHEREAS, the parties desire to extend the term of the Agreement as amended in order that Grantee may continue to operate the public access channels until City completes the request for proposals process by awarding a new grant; and

WHEREAS, City and Grantee desire to modify the Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, Grantee and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

a. Agreement. The term "Agreement" shall mean the Agreement dated October 29, 2002 between Grantee and City, as amended by the Amendment December 18, 2007.

b. Services. The term "Services" shall mean the services Grantee shall be obligated to perform with respect to City's public access channels during the Extended Term. Notwithstanding the "Scope of Work" set forth in Section II of Appendix B of the Agreement, "Services" when referring to the Extended Term shall mean and refer only to the following: (i) maintaining the City's public access facilities; (ii) continuing to cablecast programming on City's two public access channels 24 hours per day, seven days per week; (iii) providing limited front desk hours for media drop-off (at least 16 hours per week); (iv) exploring outside funding opportunities; (v) providing limited access to City's flash studio (at least 16 hours per week); (vi) managing City's public access channels; (vii) working with academic interns to provide additional or expanded services where practical; and (viii) if required, transitioning to a new public access cable channel operator.

c. **Extended Term.** "Extended Term" means the term of the Agreement extending beyond June 30, 2009, as set forth in Section 3.2(b).

d. **Request for Proposals.** "Request for Proposals" shall mean the City's pending request for proposals for a public access cable channel operator.

e. **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. **Modifications to the Agreement.** The Agreement is hereby modified as follows:

a. **Section 3.2. Section 3.2 Duration of Term of the Agreement currently reads as follows:**

The term of the Agreement shall commence on the later of (a) October 1, 2002 and (b) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on June 30, 2009.

Such section is hereby amended in its entirety to read as follows:

Section 3.2 Duration of Term.

(a) The term of the Agreement shall commence on the later of: (i) October 1, 2002; and (ii) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on June 30, 2009.

(b) Notwithstanding the foregoing, the Extended Term of this Agreement shall begin on July 1, 2009 and continue until September 30, 2009 at 11:59 p.m. San Francisco time. By mutual agreement of the parties in writing, the Extended Term may continue for a second three-month period (until December 31, 2009 at 11:59 p.m. San Francisco time).

(c) By mutual agreement in writing, the parties may terminate this Agreement during the Extended Term in order to allow City's new public access cable channel operator to complete such transition of control of City's facilities. In the event of such early termination, Grantee agrees to cooperate in good faith with City and City's new public access cable channel operator to facilitate an orderly and timely transition of facilities and operations to the new operator.

b. **Section 4.1. Section 4.1 Implementation of Grant Plan; Cooperation with Monitoring currently reads as follows:**

Grantee shall, in good faith and with diligence, implement the Grant Plan on the terms and conditions set forth in this Agreement and the Application Documents. Grantee

shall not materially change the nature or scope of the Grant Plan during the term of this Agreement without the prior written consent of City. Grantee shall promptly comply with all standards, specifications and formats of City, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and shall cooperate in good faith with City in any evaluation, planning or monitoring activities conducted or authorized by City.

Such section is hereby amended in its entirety to read as follows:

4.1 Implementation of Grant Plan; Cooperation with Monitoring.

(a) Grantee shall, in good faith and with diligence, implement the Grant Plan on the terms and conditions set forth in this Agreement and the Application Documents. Grantee shall not materially change the nature or scope of the Grant Plan during the term of this Agreement without the prior written consent of City. Grantee shall promptly comply with all standards, specifications and formats of City, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and shall cooperate in good faith with City in any evaluation, planning or monitoring activities conducted or authorized by City.

(b) Notwithstanding the foregoing, during the Extended Term of this Agreement Grantee shall only be obligated to provide Services to City as defined in Section 1(b).

c. Section 5.1. Section 5.1 Maximum Amount of Grant Funds currently reads as follows:

In no event shall the amount of Grant Funds disbursed during the first year of this Agreement hereunder exceed SIX HUNDRED SEVENTY-EIGHT THOUSAND Dollars (\$678,000) UNLESS A GREATER AMOUNT IS APPROVED AS PART OF THE CITY BUDGET PROCESS. BUDGET DECISIONS ARE SUBJECT TO THE DISCRETION OF THE MAYOR AND BOARD OF SUPERVISORS. Funding for the subsequent years of this Agreement are subject to the City budget process and appropriation of funds in the corresponding fiscal years. Nothing herein obligates the City to appropriate any funding for additional fiscal years.

Such section is hereby amended in its entirety to read as follows:

5.1 Maximum Amount of Grant Funds. In no event shall the amount of Grant Funds disbursed hereunder exceed \$9,000,000.

d. Section 5.3. Section 5.3 Disbursement Procedures currently reads as follows:

Grant Funds shall be disbursed to Grantee as follows:

(a) Grantee shall submit to the Agency, in the manner specified for notices pursuant to Article 16, a document (a "Funding Request") substantially in the form attached as

Appendix C. The Funding Request shall include a Schedule 1, substantially in the form attached as Schedule 1. Schedule 1 shall contain an itemized list of anticipated Eligible Expenses. Any Funding Request that is submitted and is not approved by the Agency shall be returned by the Agency to Grantee with a brief statement of the reason for the Agency's rejection of such Funding Request. If any such rejection relates only to a portion of Eligible Expenses itemized in such Funding Request, the Agency shall have no obligation to disburse any Grant Funds for any other Eligible Expenses itemized in such Funding Request unless and until Grantee submits a Funding Request that is in all respects acceptable to the Agency.

(b) The Agency shall make all disbursements of Grant Funds pursuant to this Section by check payable to Grantee, sent via U.S. mail in accordance with Article 16, unless the Agency otherwise agrees in writing, in its sole discretion. The Agency shall make disbursements of Grant Funds no more than once during each QUARTER.

Such section is hereby amended in its entirety to read as follows:

Section 5.3 Disbursement Procedures.

Grant Funds shall be disbursed to Grantee as follows:

(a) Grantee shall submit to the Agency, in the manner specified for notices pursuant to Article 16, a document (a "Funding Request") substantially in the form attached as Appendix C. The Funding Request shall include a Schedule 1, substantially in the form attached as Schedule 1. Schedule 1 shall contain an itemized list of anticipated Eligible Expenses. Any Funding Request that is submitted and is not approved by the Agency shall be returned by the Agency to Grantee with a brief statement of the reason for the Agency's rejection of such Funding Request. If any such rejection relates only to a portion of Eligible Expenses itemized in such Funding Request, the Agency shall have no obligation to disburse any Grant Funds for any other Eligible Expenses itemized in such Funding Request unless and until Grantee submits a Funding Request that is in all respects acceptable to the Agency.

(b) The Agency shall make all disbursements of Grant Funds pursuant to this Section by check payable to Grantee, sent via U.S. mail in accordance with Article 16, unless the Agency otherwise agrees in writing, in its sole discretion. The Agency shall make disbursements of Grant Funds no more than once during each quarter.

(c) Notwithstanding the foregoing, during the Extended Term of this Agreement City shall make grant payments to Grantee in the amount of \$157,040.88. City will make the first grant payment of \$78,520.44 to Grantee within 30 days of the execution of this Agreement and receipt of a Funding Request from Grantee. City will make the second grant payment of \$78,520.44 to Grantee on August 15, 2009, or 30 days after receipt of a Funding Request from Grantee, whichever is later. In the event any such grant payment is delayed by more than five business days, Grantee reserves the right to suspend its provision of Services under this Agreement until such time as the grant payment is received.

(d) At the end of the Extended Term of this Agreement, including any early termination under Sections 3.2(c)(i)-(ii), City may require Grantee to return to City any funds that City has provided to Grantee under this Agreement that Grantee has not expended to provide Services prior to the termination of the Extended Term. City may request that Grantee provide City with an accounting so that City can determine whether there are any such unexpended funds.

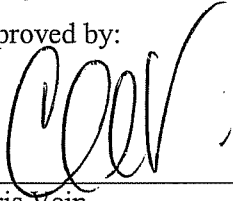
3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this amendment.

4. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Grantee and City have executed this Amendment as of the date first referenced above.

CITY

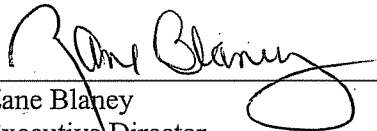
Approved by:



Chris Vein
Chief Information Officer
Director, Department of Technology

GRANTEE

San Francisco Community Television Corp.

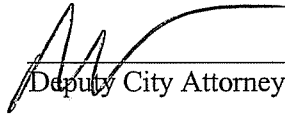


Zane Blaney
Executive Director
San Francisco Community Television Corp.
912 Cole Street # 182
San Francisco, California 94117

Approved as to Form:

Dennis J. Herrera
City Attorney

By:


Deputy City Attorney