

BILL NO. 45-2007

AN ORDINANCE

AUTHORIZING THE MAYOR TO EXECUTE THE ATTACHED AGREEMENT BETWEEN THE CITY OF READING AND BERKS COMMUNITY TELEVISION.

WHEREAS, the City of Reading reached an agreement with Comcast of New Mexico, LLC (Comcast) for the renewal of a cable franchise agreement; and

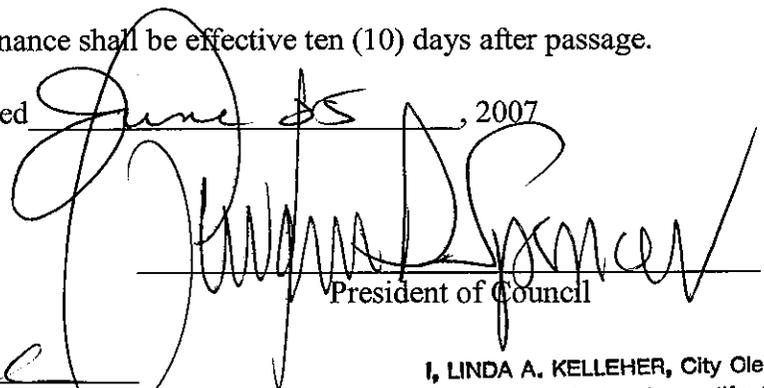
WHEREAS, pursuant to the terms set forth in the agreement between the City of Reading and Comcast, the City of Reading receives annual revenues between \$650,000 and \$700,000.00 ; and

WHEREAS, the City of Reading has had prior agreements with Berks Community Television (BCTV), which provided for annual appropriations to cover operating expenses; and

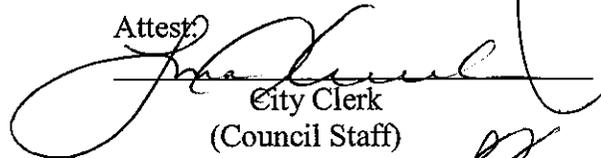
NOW, THEREFORE THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. The Mayor is authorized to execute any and all documents to facilitate the entering into an agreement between the City of Reading and Berks Community Television for the provision of an annual appropriation as described in the attachment.

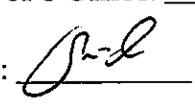
SECTION 2. This Ordinance shall be effective ten (10) days after passage.

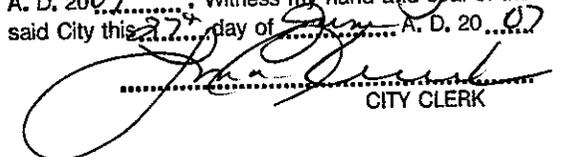
Enacted June 25, 2007


President of Council

Attest:


City Clerk
(Council Staff)

Submitted to Mayor: 
Date: 6-26-07
Received by the Mayor's Office: mt
Date: 6-26-07
Approved by Mayor: 
Date: 6/26/07
Vetoed by Mayor: _____
Date: _____

I, LINDA A. KELLEHER, City Clerk of the City of Reading, Pa., do hereby certify, that the foregoing is a true and correct copy of the original Ordinance passed by the Council of the City of Reading, on the 25th day of June A. D. 2007. Witness my hand and seal of the said City this 27th day of June A. D. 2007


CITY CLERK

AGREEMENT

This Agreement entered into this day of , 2007, by and between the City of Reading, a political subdivision of the Commonwealth of Pennsylvania, (hereinafter referred to as "City"), and Berks Community Television, a nonprofit corporation organized under and by virtue of the laws of the Commonwealth of Pennsylvania, (hereinafter referred to as "BCTV").

WITNESSETH

WHEREAS, by enacted ordinance (Bill# 101-85), City previously has utilized and has indicated its intent to continue to utilize community access channel capacity and the institutional network to develop and provide cable services that will be in the public interest; and

WHEREAS, City has previously entered into a franchise agreement with BerksCable, providing for a community access channel, a Government access channel, and an institutional network; and

WHEREAS, by authority arising from the aforesaid enacted ordinance (Bill# 101-85), City has previously delegated to BCTV and has indicated its intent to continue to delegate, the responsibility for access channel management to BCTV, termed the Access Channel Manager for a certain term; and

WHEREAS, by Resolution 5-2007 dated January 22, 2007, the City entered into a fifteen (15) year Cable Franchise Agreement with Comcast of New Mexico / Pennsylvania, LLC, effective February 1, 2007 and ending January 31, 2022, whereby

the City designated BCTV or its successor as the administrator of the City's public access channel(s) and governmental access channel; and

WHEREAS, BCTV has indicated its intent and desire to be available to continue to assume the responsibilities and fulfill the functions required of Access Channel Manager in the said ordinance/resolution and franchise agreement; and

WHEREAS, by the enacted ordinance/resolution City has indicated its intent that access and community channels provided for any franchise agreement shall be managed in the best public interest, so that programming on such channels will be free of censorship, open to all residents, and available for all forms of public expression, community information and debate of public issues.

NOW THEREFORE, in consideration of the mutual agreements and promises herein contained, the parties hereto intending to be legally bound have agreed as follows:

1. City hereby delegates to and empowers BCTV to perform those functions originally set forth in the ordinance (Bill# 101-85) at Section 5.8(B) and subsequently Resolution 5-2007 authorizing the Cable Franchise Agreement which referred to BCTV in Section 6.2.
2. BCTV agrees to fulfill all of those functions as set forth above in paragraph 1.
3. BCTV shall have possession and use of all equipment it has previously been supplied with during the previous contract term as well as all equipment it uses at present.
4. BCTV shall provide a report to City at least annually indicating achievements in community based programming and services.
5. During the first year of this contract which shall run from January 1, 2007,

through December 31, 2007, City shall pay to BCTV the sum of One Hundred Seventy Thousand Dollars (\$170,000.00). During the second year of this contract which shall run from January 1, 2008, through December 31, 2008, City shall pay to BCTV the sum of One Hundred Seventy-five Thousand Dollars (\$175,000.00). During the third year of this contract which shall run from January 1, 2009, through December 31, 2009, City shall pay to BCTV the sum of One Hundred Eighty Thousand Dollars (\$180,000.00). During the fourth year of the contract which shall run during the period January 1, 2010, through December 31, 2010, City shall pay to BCTV the sum of One Hundred Eighty-five Thousand Dollars (\$185,000.00). During the fifth year of the contract which shall run from January 1, 2011, through December 31, 2011, City shall pay to BCTV the sum of One Hundred Ninety Thousand Dollars (\$190,000.00). During the sixth year of the contract which shall run from January 1 2012, through December 31, 2012, City shall pay to BCTV the sum of One Hundred Ninety-five Thousand Dollars (\$195,000.00). During the seventh year of the contract which shall run from January 1, 2013, through December 31, 2013, City shall pay to BCTV the sum of Two Hundred Thousand Dollars (\$200,000.00). These payments shall be made by the City to BCTV on a quarterly basis.

6. This agreement shall go into effect on January 1, 2007, and shall remain in effect during good performance for a period of seven (7) years from the said date. However, either party may terminate this agreement at any time, with good cause, by giving the other party ninety (90) days written notice on intention to terminate, said notice to be given by certified mail addressed to the City at the Mayor's Office, City Hall, Reading, Pennsylvania, and addressed to BCTV at its office located at 645 Penn Street, Reading,

Pennsylvania, and to be effective on the ninetieth (90th) day following receipt of said notice.

7. City shall have the right to audit the books of BCTV after the close of its fiscal year during the term of this agreement to confirm that all payments made by City to BCTV under this agreement have been used by BCTV for the purpose of providing the services required of it under the agreement. Costs of these audits shall be borne by City.

It is the specific intent of the parties that at the end of the aforesaid seven year period, if both parties are in compliance with the requirements hereof, the provision of this Contract shall be renegotiated with the intention of reaching a similar understanding for a reasonable period of time.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused this Agreement to be executed on their behalf by the undersigned duly authorized officers and have authorized their corporate seals to be affixed hereto the day and year first above written.

BERKS COMMUNITY TELEVISION

By _____
PRESIDENT (Seal)

Attest:

SECRETARY

CITY OF READING

Mayor (Seal)

Attest:

City Clerk