

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Extending the Term of the Comcast Cable Franchise

The Multnomah County Board of Commissioners Finds:

- a. The Mt. Hood Cable Regulatory Commission (MHCRC) was created by intergovernmental agreement (dated 12/24/92 and amended March 1998) to carry out cable regulation and administration on behalf of Multnomah County and the Cities of Portland, Gresham, Troutdale, Fairview and Wood Village (Jurisdictions). Among other things, the MHCRC acts in an advisory capacity to the Jurisdictions in connection with cable franchise renewals, extensions and expirations. As set forth in the IGA, the Jurisdictions have reserved full authority to act on their own behalf regarding any proposed renewal or extension of the term of a cable franchise. However, each Jurisdiction has agreed to take no action in these areas until the Commission has had an opportunity to give prior consideration to the matter.
- b. On February 18, 1998, by Resolution 98-18, Multnomah County approved a cable services franchise agreement with KBL Multnomah Cablesystems, LP., effective May 23, 1998, authorizing the cable company to construct, operate and maintain a cable system in the areas of unincorporated Multnomah County located east of the Willamette River (East Multnomah Franchise). The County approved an ownership transfer of the East Multnomah Franchise to Comcast Corporation and all appropriate Comcast subsidiaries (collectively "Comcast") by Resolution 02-089 on June 13, 2002. The original term of the East Multnomah Franchise expired on December 31, 2010.
- c. Multnomah County entered into a cable services franchise agreement with TCI Cablevision of Oregon, Inc., effective July 1, 1997, authorizing the cable company to construct, operate and maintain a cable system in the areas of unincorporated Multnomah County located west of the Willamette River (West Multnomah franchise agreement). The County approved an ownership transfer of the West Multnomah franchise agreement to Comcast by Resolution 02-089 on June 13, 2002. On July 1, 2005, the West Multnomah franchise agreement expired and the East Multnomah Franchise was amended by Resolution 05-114 to encompass all unincorporated Multnomah County.
- d. The Jurisdictions and Comcast agreed to extend the term of the East Multnomah Franchise to June 30, 2011 (Multnomah County Resolution 2010-154). The MHCRC on behalf of the Jurisdictions is in negotiations with Comcast regarding the terms of renewal of the East Multnomah Franchise. All parties acknowledge that cable franchise renewals are subject to the provisions of Section 626 of the Cable Communications Policy Act of 1984, 47 U.S.C. §546.
- e. On April 18, 2011, the MHCRC recommended that the Jurisdictions grant an additional extension of the term of the East Multnomah Franchise from June 30, 2011 to December 31, 2011 to allow for orderly conclusion of the current franchise renewal negotiations.

- f. The public interest will be served by extending the term of the East Multnomah Franchise to December 31, 2011.
- g. MHCRC staff has verified that Comcast has no objection to extending the term of the East Multnomah Franchise to December 31, 2011.

The Multnomah County Board of Commissioners Resolves:

- 1. Subject to the conditions set out in the acceptance form attached as Exhibit 1, the Board approves an extension to the term of the East Multnomah Franchise to December 31, 2011.
- 2. Section 1.2 of the East Multnomah Franchise is amended to delete the date "June 30, 2011" and substitute the date "December 31, 2011". All other terms and provisions of the East Multnomah Franchise, together with all related documents and agreements pertaining thereto, shall continue in effect without modification.
- 3. On or before June 30, 2011, Franchisee, Comcast of Illinois/Ohio/Oregon, LLC and Comcast Corporation, as Guarantor of the franchise, must file a written, executed acceptance of this resolution. The acceptance must be in the form attached as Exhibit 1.
- 4. The executed acceptance must be unqualified and will be construed to be an acceptance of all the terms, conditions and restrictions contained therein.
- 5. The failure, refusal or neglect by Franchisee and Franchisee's Guarantor to file such written acceptance by such time shall constitute an abandonment and rejection of the rights and privileges conferred hereby and this resolution shall thereupon be null and void.

ADOPTED this 26th day of May 2011.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Jeff Cogen, Chair

REVIEWED:

HENRY H. LAZENBY, JR., COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Lindsay Kandra, Assistant County Attorney

EXHIBIT 1
ACCEPTANCE

Multnomah County Board of Commissioners
c/o Multnomah County Attorney's Office
501 SE Hawthorne Blvd., Suite 500
Portland, OR 97214

cc to: Mt. Hood Cable Regulatory Commission
1120 SW Fifth Ave, Room 1305
Portland, OR 97204

This is to advise Multnomah County, Oregon that Franchisee, Comcast of Illinois/Ohio/Oregon, LLC, and Franchisee's Guarantor, Comcast Corporation, unqualifiedly accept the provisions applicable to them of Resolution No. _____, adopted by the Board of Commissioners on May 26, 2011, extending the term of the cable franchise granted by Multnomah County and the Cities of Fairview, Gresham, Troutdale, and Wood Village to KBL Multnomah Cablesystems, LP. (effective May 23, 1998), as amended (East Multnomah Franchise) to December 31, 2011, and agree, as applicable, to abide by the following terms and conditions:

1. In all respects and without exception, Franchisee and Franchisee's Guarantor agree and acknowledge that the extension of the term of the East Multnomah Franchise will not affect, diminish, impair or supersede the binding nature of the existing valid ordinances, franchises, resolutions and agreements applicable to operation of the cable system, including, but not limited to any existing guarantees, and that during the term of the extension Franchisee shall comply with each and every provision of the East Multnomah Franchise including all lawful applicable ordinances, orders, contracts, agreements, commitments, side letters, and regulatory actions taken pursuant thereto, as applicable, whether prior or subsequent to the date of the term extension that is the subject of this Acceptance.
2. Franchisee and Franchisee's Guarantor do not waive and expressly reserve all legal rights they may have under the current Franchise and applicable law, and Franchisee and Franchisee's Guarantor specifically acknowledge and expressly accept that Multnomah County does not waive and expressly reserves all legal rights and authority in regard to any and all non-compliance under the East Multnomah Franchise that may

now exist or may later be discovered to have existed during the term of the Franchise, whether prior or subsequent to the date of the term extension that is the subject of this Acceptance.

COMCAST OF ILLINOIS/OHIO/OREGON, LLC STATE OF _____)
as successor to AT&T Broadband of Ohio, County of _____) ss.
LLC

By _____
Name:
Title:
Date: _____, 2011

This Acceptance was acknowledged before me on the _____ day of _____, 2011, by _____ as _____, a duly authorized officer of Comcast Of Illinois/Ohio/Oregon, LLC

Notary Public for _____
My Commission Expires _____

COMCAST CORPORATION, Guarantor

STATE OF _____)
County of _____) ss.

By _____
Name:
Title:
Date: _____, 2011

This Acceptance was acknowledged before me on the _____ day of _____, 2011, by _____ as _____, a duly authorized officer of Comcast Corporation.

Notary Public for _____
My Commission Expires _____