

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 05-114**

Approving Amendment to East County Cable Franchise Agreement with AT&T Comcast Corporation to Include All Unincorporated Multnomah County

**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.
- b. 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 AT&T Comcast Corporation (Comcast or Franchisee) by Resolution 02-089 on June 13, 2002. The West Multnomah franchise agreement expires on July 1, 2005.
- c. 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 agreement). The County approved an ownership transfer of the East Multnomah franchise agreement to Comcast by Resolution 02-089 on June 13, 2002. The East Multnomah franchise agreement expires on December 31, 2010.
- d. In anticipation of the expiration of the West Multnomah franchise agreement, the MHCRC and its staff have been negotiating on behalf of Multnomah County for renewal of the franchise. In these negotiations, MHCRC staff and Comcast's representatives discussed amending the East Multnomah franchise agreement to extend the service area to include all of unincorporated Multnomah County. MHCRC staff and Comcast's representatives agreed upon proposed amendments to carry out this extension and acknowledged that:
  - a process to evaluate the upgrade of the cable system serving areas west of the Willamette River has not yet been undertaken, and
  - any evaluation of the cable system upgrade for service areas currently covered by the West Multnomah County franchise would still occur within the context of the broader upgrade evaluation and certification process for the Westside cable system under Section 11A of the franchise agreement for West Portland.

- e. At a public hearing on May 16, 2005, the MHCRC considered staff's recommendation and determined that amending the East Multnomah franchise agreement to encompass all unincorporated Multnomah County would serve the public interest and provide for uniformity and consistency among cable services and public benefits for all residents of unincorporated Multnomah County.
- f. On May 16, 2005, the MHCRC unanimously recommended that Multnomah County amend the East Multnomah franchise agreement to include unincorporated Multnomah County west of the Willamette River, including areas under the West Multnomah cable services franchise that expires July 1, 2005.

**The Multnomah County Board of Commissioners Resolves:**

- 1. Effective July 1, 2005, subject to the conditions set out in the acceptance form attached as Exhibit A to this resolution, Multnomah County approves the following amendment to Section 3.30 of the East Multnomah franchise agreement entered into between Multnomah County and KBL Multnomah Cablesystems, LP., as transferred to AT&T Comcast Corporation by Resolution 02-089 (language stricken is deleted):

"Franchise Area" means the territory within the boundaries of the cities of Fairview, Wood Village, Troutdale, and Gresham, together with all territory within the boundaries of Multnomah County ~~east of the Willamette River and the Multnomah Channel~~ not included within the territory of any incorporated city. ~~This definition of the Franchise Area includes all of Sauvie Island and any territory east of the Willamette River which is surrounded by the City of Portland.~~

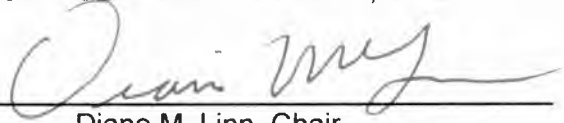
- 2. Written Acceptance.
  - a. Within 30 days after adoption of this resolution, Franchisee and Franchisee's guarantor, (TCI West, Inc. or Comcast Corporation, the ultimate parent corporation of the local franchisee as substitute guarantor for TCI West, Inc.) must file a written, executed acceptance of this resolution. The acceptance must be in the form attached as Exhibit A filed with Multnomah County, with a duplicate to be sent to the Office of Cable Communications and Franchise Management as staff for the MHCRC.
  - b. Such executed acceptance must be unqualified and must be construed to be an acceptance of all the terms, conditions and restrictions contained therein.
  - c. The failure, refusal or neglect by Franchisee and Franchisee's guarantor to file such written acceptance by such time will constitute an abandonment and rejection of the rights and privileges conferred by this resolution.

3. If for any reason Franchisee and Franchisee's guarantor refuse or neglect to file the written acceptance as provided above, the amendment to the East Multnomah franchise agreement will then be deemed denied without further action by any party.

ADOPTED this 23rd day of June 2005.

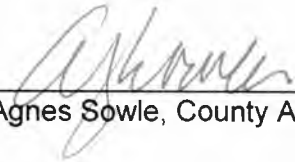


BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Agnes Sowle, County Attorney

## **EXHIBIT A ACCEPTANCE**

Board of Commissioners  
Multnomah County  
501 SE Hawthorne Blvd., Suite 600  
Portland, OR 97214

This is to advise Multnomah County, Oregon that Franchisee, AT&T Comcast Corporation, and Franchisee's guarantor (TCI West, Inc. or Comcast Corporation, the ultimate parent corporation of the local franchisee as substitute guarantor for TCI West, Inc.) unqualifiedly accept the terms and provisions of Resolution No. 05-114, adopted by the Board of Commissioners on June 23, 2005, regarding amendment of Section 3.30 of the Cable Services Franchise Agreement entered into between Multnomah County and KBL Multnomah Cablesystems, LP., (Resolution 98-18, adopted by the Board On February 18, 1998) and transferred to Comcast by Resolution 02-089 on June 13, 2002 (collectively, the East Multnomah franchise agreement) and agree to abide by the following terms and conditions:

1. Franchisee acknowledges that:
  - a process to evaluate the upgrade of the cable system serving areas west of the Willamette River has not yet been undertaken as required under Section 11A of the West Multnomah franchise agreement referenced in the resolution that is the subject of this Acceptance, and
  - any evaluation of the cable system upgrade for service areas west of the Willamette River would still occur within the context of the broader upgrade evaluation and certification process for the Westside cable system under Section 11A of the franchise agreement for West Portland.
2. 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 applicable franchises that may now exist or may later be discovered to have existed during the term of the franchises, even if prior to the amendments authorized by the resolution that is the subject of this Acceptance.

3. If for any reason Franchisee and Franchisee's guarantor refuse or neglect to file their written acceptance as provided in the resolution, the amendment to the East Multnomah franchise agreement will then be deemed denied without further action by any party.

Franchisee:

AT&T COMCAST CORPORATION

BY \_\_\_\_\_  
NAME \_\_\_\_\_  
TITLE \_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

This Acceptance was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2005,  
by \_\_\_\_\_ as \_\_\_\_\_, a duly authorized  
officer of AT&T COMCAST CORPORATION.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

Franchisee's Guarantor:

COMCAST CORPORATION

BY \_\_\_\_\_  
NAME \_\_\_\_\_  
TITLE \_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

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