

AGREEMENT FOR SERVICES

This Agreement for Services (Agreement) is between the Mt. Hood Cable Regulatory Commission, (Commission) and Multnomah Community Television, a not-for-profit Oregon corporation (Contractor).

1. Recitals.

1.1 Contractor is a not-for-profit organization, organized in 1983, which provides Public, Education and Government (“PEG”) Access services, training and outreach, and programs Access channels.

1.2 The cities of Fairview, Wood Village, Troutdale, and Gresham, together with Multnomah County, Oregon (“Jurisdictions”) have entered into a Cable Services franchise agreement with KBL Multnomah Cablesystems, L.P. (d.b.a. Paragon Cable) which requires Paragon to provide certain resources dedicated for use by the public, governments and schools.

1.3 Under an intergovernmental agreement to which the Jurisdictions are parties, the Jurisdictions have delegated responsibility to the Mt. Hood Cable Regulatory Commission (“Commission”) for contracting for PEG Access services and managing PEG Access resources under the franchise agreement. The Commission shall perform these responsibilities in regard to this Agreement.

1.4 In accordance with its authority to act on behalf of the Jurisdictions, the Commission may designate Non-Commercial PEG Access providers to control and manage the use of any or all Access facilities and resources provided by Paragon under the franchise agreement.

1.5 Under this Agreement, the Commission designates the Contractor as a PEG Access provider for purposes of section 7.1 of the East County Paragon Franchise, and assigns control and management of certain Access facilities and resources under such franchise.

1.6 The Jurisdictions have agreed to provide operational funds to the Contractor in an annual amount equal to sixty percent (60%) of the franchise fees collected by the Commission on behalf of the Jurisdictions in accordance with the Intergovernmental Agreement, and Capital funds subject to the terms and conditions of this Agreement. Funds are anticipated to be available for this purpose in the Commission’s budget, subject to annual appropriation by the Jurisdictions.

1.7 The Commission and Contractor have reached an agreement regarding the PEG resources designated for use by the Contractor under the East County Paragon Franchise, together with the level of PEG Access services to be provided by Contractor.

2. Definitions. The definitions set forth in the Agreement are substantially similar to those contained in the East County Paragon Franchise. Therefore, these definitions should be interpreted to be consistent, to the extent practicable, with the language set out in the East County Paragon Franchise.

2.1 “Access” means the availability for use of a cable system by various agencies, institutions, organizations, groups and individuals in the community to acquire, create, and distribute Non-Commercial Programming not under the cable company's editorial control, including, but not limited to:

(A) “Public Access” means Access, on a nondiscriminatory basis, for organizations, groups or individual members of the general public to have editorial control over their Programming;

(B) “Educational Access” means Access where schools are the primary or designated Programmers or users having editorial control over their Programming;

(C) “Government Access” means Access where governmental institutions are the primary or designated Programmers or users having editorial control over their Programming; and;

(D) “PEG Access” means Public Access, Educational Access, and Government Access, collectively.

2.2 “Cable Services” shall have the meaning provided under Federal law and regulations.

2.3 “Capital” means the expenditure of funds for services, products or other resources, whose useful life can be expected to exceed a period of one year or longer.

2.4 “Commission” means the Mt. Hood Cable Regulatory Commission created through an Intergovernmental Agreement to which the Jurisdictions are parties, its successors and assigns. The Jurisdictions have agreed to be bound by the decisions and actions taken by the Commission pursuant to powers, duties, and responsibilities delegated to the Commission under the Intergovernmental Agreement. Unless specifically stated otherwise herein, the Commission shall be the representative and agent of the Jurisdictions in dealing with the Contractor under the terms of this Agreement. In fulfilling the terms of this Agreement, Contractor is expected to rely upon, look to, communicate with, and comply with the decisions and orders of the Commission, its agents, and employees on all Access matters with respect to which the Jurisdictions have lawfully delegated the exercise of the Jurisdictions’ authority under this Agreement.

2.5 “Community Needs Assessment” or “Assessment” means the assessment conducted by the Contractor, under Section 5.1, of the nature, degree and scope of issues, interests and concerns of the Jurisdictions’ residents, local governments, libraries, schools and community groups.

2.6 “East County Paragon Franchise” means the Cable Services franchise agreements entered into by and among Multnomah County, Oregon, the Oregon cities of Fairview, Wood Village, Troutdale, and Gresham and KBL Multnomah Cablesystems, L.P., for the term running between May 23, 1998 through June 30, 2010.

2.7 “Educational Institution” means any local educational institution, including primary and secondary schools, community colleges, colleges, universities and extension centers, and all similarly situated private and parochial educational institutions which have received the appropriate accreditation from the State of Oregon and, where required, from other authorized accrediting agencies.

2.8 “Fiscal Year” means the period consisting of a full year, beginning July 1 and ending June 30, unless otherwise provided in this Agreement.

2.9 “Intergovernmental Agreement” means the intergovernmental agreement among the Jurisdictions and the City of Portland entered into on February 11, 1993, as amended from time to time, with the general purpose to regulate and administer Cable Services franchise agreements.

2.10 “Jurisdictions” means the Oregon cities of Fairview, Wood Village, Troutdale, and Gresham, together with Multnomah County, Oregon.

2.11 “Non-Commercial” means use of a cable system by any public, tax-exempt organization or by any other user for a purpose that is not intended to generate income for the user which may be subject to federal, state, or local income taxes.

2.12 “Programming” means the process of causing television programs or other patterns of Signals to be transmitted on a cable system, and includes all programs or patterns of Signals transmitted or capable of being transmitted, on the Cable System.

2.13 “Section” means a provision of this Agreement, unless specified as part of another document.

2.14 “Signal” means any analog or digital electrical or light impulses carried on a cable system, which includes any combination of audio, video, voice or data.

3. Objectives. Contractor shall use best efforts to achieve the following objectives:

3.1 Provide training, education and outreach to residents and organizations which serve the Jurisdictions to enable them to use communication tools to effectively convey their messages;

3.2 Cablecast PEG Access Programming over channels and interconnect facilities made available to the Contractor for its use;

3.3 Allocate resources provided under this Agreement in a way which addresses Jurisdiction-wide needs and interests, and fosters a diversity of Programming reflective of the Jurisdictions’ communities;

3.4 Maintain policies and procedures to ensure the public will have fair and equitable access to and use of the Public Access facilities and services;

3.5 Produce Programming in partnership with Jurisdictions’ governmental entities and quasi-governmental units, in order to promote civic dialogue on issues of importance to community members and their governments;

3.6 Produce Programming in partnership with Educational Institutions in order to support local educational goals; and,

3.7 Maintain generally accepted accounting, budgeting, and business systems and practices for the operation, protection, investment, oversight and management of the resources provided by the Commission to the Contractor.

4. Scope of Services. Contractor shall:

4.1 Develop and maintain a detailed manual setting forth policies and procedures which include non-discriminatory practices for the public to use and have access to resources provided under this Agreement which are designated for Public Access purposes;

4.2 Manage the transmission of Programming on cable channels identified as Public Access channels in the East County Paragon Franchise. The Contractor shall schedule Programming on such

channels in accordance with the policies and procedures required under Section 4.1, except that, in accordance with applicable law, Contractor may refuse to transmit programming which the Contractor has determined would infringe on a copyright or which has been deemed unprotected speech by a court of competent jurisdiction. Contractor shall also serve as the point of origination for Public Access channels under section 7.3(A) of the East County Paragon Franchise;

4.3 Establish and maintain an accessible and available Public Access site for production and training. In addition, the Contractor shall make available equipment for remote video production to allow the public to use this equipment throughout the Jurisdictions.

4.4 Produce Programming in cooperation with the local governments of the Jurisdictions. Programming produced by the Contractor for government agencies shall be of a quality generally consistent with industrial video production in the community, subject to the inherent limitations of the facilities reasonably available to Contractor;

4.5 Manage the transmission of Programming on cable channels identified as Government Access channels in the East County Paragon Franchise. Contractor shall have scheduling control over Government Access channels. Contractor shall also serve as the point of origination for Government Access channels under section 7.3(A) of the East County Paragon Franchise;

4.6 Cablecast, upon a Jurisdiction's request, the Jurisdiction's council or commission meetings live on a Government Access channel. Production of the cablecast meetings shall be coordinated with the appropriate city or county personnel. Contractor shall produce the cablecast of the meetings in a way which is generally consistent with industrial video production, subject to the limitations and capabilities of the production facilities available to the Contractor.

4.7 Manage video production facilities and maintain equipment, funded under Section 9, which are installed at facilities other than Contractor's site. If removal of such equipment is necessary, Contractor shall ensure that the facility is not damaged or shall ensure that the facility is restored to its original condition immediately prior to the removal;

4.8 Manage the transmission of Programming on cable channels identified as Educational Access channels in the East County Paragon Franchise. Contractor shall have scheduling control over Educational Access channels. Contractor shall also serve as the point of origination for Educational Access channels under section 7.3(A) of the East County Paragon Franchise;

4.9 Produce Programming in cooperation with Educational Institutions in a way which supports local educational goals;

4.10 Provide Programming production and media literacy instruction on the effective use of Programming to residents and community organizations which serve the Jurisdictions, taking into account the public's expertise, needs and schedule requirements;

4.11 Conduct outreach to the public and segments of the public in a way which encourages a diversity of Programming to meet Community Needs;

4.12 Produce community-based, original Programming dealing with issues identified through Contractor's most recent Community Needs Assessment. In fulfilling its obligations under this Agreement, Contractor may acquire and transmit Non-Commercial Programming from outside sources, if

such Programming does not detract materially from the production and transmission of community-based, original Programming and qualifies as addressing an issue identified in Contractor's Community Needs Assessment;

4.13 Manage the transmission of Programming from live origination sites designated under the East County Paragon Franchise;

4.14 Manage the use of Access channel interconnections provided under the East County Paragon Franchise;

4.15 Provide technical expertise to the Commission and the Jurisdictions to assist with the oversight of Access and institutional network requirements as provided under the East County Paragon Franchise;

4.16 Maintain its tax exempt organization status under the Internal Revenue Code. Contractor shall not engage in any activities inconsistent with its tax exempt status. Contractor may only transmit Non-Commercial Programming over the Access channels designated to Contractor under this Agreement;

4.17 Develop and maintain any necessary operating agreements with Paragon resulting from Contractor's status as a designated Access provider for the Jurisdictions, consistent with the requirements of the East County Paragon Franchise; and,

4.18 The provision of Contractor's services under Section 4 shall be subject to the limitations inherent in Contractor's annual budgets under this Agreement.

5. Community Needs Assessment and Strategic Plan

5.1 At least every two (2) years during this Agreement, Contractor shall conduct a Community Needs Assessment. The purpose of the Assessment is to provide a strategic way to evaluate the Contractor's ability to assist the community in addressing critical issues. The Community Needs Assessment shall employ a valid and deliberate assessment process, and shall be designed in consultation with the Commission. The Contractor may use research and surveys conducted by other organizations to supplement information gathered for the Contractor's Assessment.

5.2. Contractor shall annually submit to the Commission a strategic plan, including, at a minimum, the results of Contractor's Community Needs Assessment and Contractor's plans for addressing the issues identified therein and for meeting the objectives of this Agreement. Contractor shall submit the plan in conjunction with its annual budget under Section 7.

6. Reports.

6.1 The Contractor shall provide such information to the Commission as the Commission deems reasonably appropriate regarding the Contractor's activities and use of funds under this Agreement.

6.2 Contractor shall provide the Commission with a copy of the policies and procedures under Section 4.1 and any subsequent amendments thereof.

6.3 Within 30 days after the close of each Fiscal Year quarter, Contractor shall submit an activity report to the Commission. Unless the Contractor and the Commission agree to a different report format or different reporting parameters, the quarterly activity report shall contain at least the following information:

(A) Information responsive to Contractor's Community Needs Assessment and strategic plan, under Section 5, including, but not limited to, outreach conducted, training provided, programs produced by the Contractor and programs acquired. The Commission shall not use this information in any way to control the specific viewpoint or content of any program.

(B) Training:

- (1) Topics and number of training workshops offered;
- (2) Numbers of persons attending;
- (3) Number of persons certified; and,
- (4) Number of hours the facilities and equipment are used by the public based on the hours available for public use.

(C) Programming produced for government agencies:

- (1) Listing of agencies served;
- (2) Hours of Jurisdiction's council or commission coverage; and
- (3) Number and hours of new programming produced by the Contractor;

(D) For each channel dedicated for Public Access Programming, the percentage of time, averaged over the quarter, that the following types of Programming were cablecast on the channel:

- (1) Produced through Contractor's facilities, both in its original cablecast and any repeated playback;
- (2) Acquired from local sources, both in its original cablecast and any repeated playback;
- (3) Acquired from non-local sources; and
- (4) Generated by a bulletin board, event listings, program listings or other types of listings.

(E) For each channel dedicated for Government Access Programming, the percentage of time, averaged over the quarter, that the following types of Programming were cablecast on the channel:

- (1) Produced by the Contractor, both in its original cablecast and any repeated playback;
- (2) Acquired from government entities, both in its original cablecast and any repeated playback;
- (3) Acquired and sponsored by Contractor from local and non-local sources; and

(4) Generated by a bulletin board, event listings, program listings or other types of listings.

(F) For each channel dedicated for Educational Access Programming, the percentage of time, averaged over the quarter, that the following types of Programming were cablecast on the channel:

- (1) Produced by the Contractor, both in its original cablecast and any repeated playback;
- (2) Acquired from Educational Institutions, both in its original cablecast and any repeated playback;
- (3) Acquired and sponsored by Contractor from local and non-local sources; and
- (4) Generated by a bulletin board, event listings, program listings or other types of listings.

(G) Total hours the vehicle for remote video production, under Section 4.3, is checked out for use.

(H) List of live origination sites, under Section 4.11, used for live Programming other than Contractor's facility.

6.4 Within 60 days after the close of each Fiscal Year quarter, the Contractor shall submit a financial report to the Commission, based on the Fiscal Year budget. Unless the Contractor and the Commission agree to a different report format or different reporting parameters, the quarterly financial report shall contain revenues and capital and operating expenditures by:

- (A) Sources and amounts of revenue;
- (B) Capital expenditures (amount and percent of total), by budgetary line item;
- (C) Operating expenditures (amount and percent of total), by budgetary line item;

6.5 Within 90 days after the close of each Fiscal Year, the Contractor shall submit to the Commission financial statements prepared in accordance with generally accepted accounting principles. Such financial statements shall be reviewed or audited by an independent Certified Public Accountant.

7. Annual Budget

7.1 Contractor shall annually submit to the Commission:

- (A) By November 1, a proposed budget for the succeeding Fiscal Year for Commission review; and
- (B) By January 2, a budget adopted by Contractor's Board of Directors.

7.2. The budget should include, at a minimum:

- (A) Actual revenues and expenditures, by line item, for the past three Fiscal Years;

(B) The adopted budget, by line item, for the current Fiscal Year;

(C) Projected revenues and expenditures, by line item and line item detail, for the proposed Fiscal Year budget;

(D) Projected Capital revenues and expenditures, by line item and line item detail;

(E) A narrative identifying how resources provided under Section 9 will be used to support the Agreement Objectives and Scope of Services.

7.3 The budget shall be in a format acceptable to the Commission. If the Commission wishes to require any changes from a current budget format, it shall notify Contractor of the required changes no less than 45 days prior to the due date for budget submission.

7.4 Prior to September 1 of each year, the Commission shall provide to the Contractor projections of operational and Capital funding to be provided under Section 9 for the succeeding Fiscal Year.

8. Term. The term of this Agreement is from May 28, 1998, through June 30, 2010.

9. Funding and Method of Payment.

9.1 The Commission shall pay to the Contractor sixty percent (60%) of the franchise fee revenues received from Paragon Cable, its successor or assignees, under the East County Paragon Franchises, in accordance with the Intergovernmental Agreement. While the projected amount of the franchise fee payments shall be made in accordance with Section 7.4, the actual amounts or percentage to be paid shall be subject to final approval of the Jurisdictions pursuant to the terms of the Intergovernmental Agreement.

9.2 (A) Subject to the terms and conditions of this Agreement, the Commission shall pay to the Contractor a portion of the Access Corporation Capital Costs funds received by the Commission, from Paragon and its successors, derived from the East County Paragon Franchise and the City of Portland Paragon Franchise. The Commission's payment of the Capital funds under Section 9.2 shall be based on Contractor's Capital budget, under Section 7.2 (D), as adjusted to reflect the amounts of funds actually received from Paragon. The annual payment amount for Capital funds under Section 9.2 (A) are subject to acceptance by the Commission of the Contractor's Capital budget, and final appropriation, in the Commission's annual budget process.

(B) Contractor agrees to expend Capital funds provided under Section 9.2(A) only for Capital expenses in accordance with the limitations set forth in the East County and City of Portland Paragon Franchises.

(C) The Commission may accelerate any payments under Section 9.2(A) if justified by the Contractor.

(D) For the purposes of Section 9, "City of Portland Paragon Franchise" means the franchise agreement granted to Paragon in City of Portland Ordinance No. 170758.

9.3 (A) The Commission shall make payments for annual funding under Sections 9.1 and 9.2 on a quarterly basis within 60 days of the end of each Fiscal Year quarter.

(B) The Commission and the Contractor have entered into this Agreement under the federal and state laws in effect on the effective date of this Agreement which allow the Jurisdictions to require cable operators to obtain a franchise for use of the Jurisdictions' streets, and to pay franchise fees for such use as well as make PEG capital contributions. The Commission reserves the right to request modifications to, or to seek early termination of, this Agreement to account for any changes in federal or state law which impair its ability to comply with the funding obligations set out in Sections 9.1 and 9.2. The Contractor reserves the right to request modifications to, or to seek early termination of, this Agreement to account for any changes in federal or state law which impair the Contractor's ability to comply with the service obligations set out in Sections 4.2 through 4.14.

10. Regulatory Provisions.

10.1 Prior to May 1 of each year, the Commission may disapprove a budget submitted by the Contractor for the succeeding Fiscal Year upon a determination that the budget submitted by Contractor reflects one or more of the following conditions:

(A) That the budget fails to support the Objectives under Section 3 or the Scope of Services under Section 4;

(B) That funds or assets the Contractor has received or is to receive from the Commission, or from or on account of a Jurisdiction's Cable Services franchise, will be spent or applied for purposes unrelated to the Agreement's Scope of Services under Section 4;

(C) That the Contractor's Capital expenses under Section 7.2(D) do not adhere to the limitations set forth in the East County Paragon Franchise or the City of Portland Paragon Franchise or exceed the Commission's projections of available funds in the Access Corporation Capital Costs fund.

(D) That funds or assets the Contractor has received or is to receive from the Commission, or from or on account of a Jurisdiction's Cable Services franchise, will be endangered by waste, substantial damage, destruction, foreclosure or other similar jeopardy without sufficient, reasonable explanation or justification therefor;

(E) That revenue reasonably expected to be received by the Contractor will be insufficient to meet debt obligations incurred or to be incurred by Contractor in light of the Contractor's planned expenditures; or,

(F) That the Contractor's planned expenditures are otherwise fiscally unreasonable in light of generally accepted business practices for the operation, protection, investment, oversight and management of the Contractor's facilities.

10.2 If at any time during the period of this Agreement the Commission determines that one or more of the conditions listed in Section 10.1 exists, then notice of such determination together with recommended action shall be given to the Contractor and Jurisdictions.

10.3 Upon disapproval of the Contractor's budget as provided in Section 10.1, the Commission may impose reasonable terms on the expenditure of the funds provided to Contractor in Section 9 hereof, to protect against such fiscal deficiencies pending correction thereof by the Contractor.

10.4 The foregoing notwithstanding, this Agreement may be terminated upon a determination by resolution of the Commission that:

(A) Funds or assets the Contractor has acquired from the Commission or from or on account of a Jurisdiction's Cable Services franchise are in immediate danger of waste;

(B) After reasonable opportunity to do so, the Contractor has not complied with reasonable terms imposed by the Commission on the expenditure of funds by the Contractor as provided in Section 10.3;

(C) After reasonable opportunity to do so, the Contractor has not remedied the deficiencies giving rise to the Commission's determinations under Section 10.2 or Section 10.3; or,

(D) After reasonable notice and opportunity to do so, the Contractor has failed to remedy any violation by Contractor of a material provision of this Agreement.

10.5 In the event of termination pursuant to Section 10.4, the Contractor shall pay to the Commission any unexpended funds received by the Contractor at any time from the Commission, or from or on account of a Jurisdiction's Cable Services franchise, and shall transfer to the Commission title to all real and personal property owned by the Contractor and all leasehold or other rights held by Contractor in real and personal property not owned by Contractor, after provision is made for creditors of the Contractor, provided that the ownership or rights were obtained by the Contractor from the Commission or from or on account of a Jurisdiction's Cable Services franchise or with funds received at any time from the Commission or from or on account of a Jurisdiction's Cable Services franchise.

10.6 Nothing herein shall entitle the Commission to recover funds or property the Contractor acquired from sources other than the Commission, or from or on account of a Jurisdiction's Cable Services franchise; nor shall the Commission be entitled to any funds or property the recovery of which would prevent full payment of amounts owing to creditors of the Contractor.

10.7 The Commission shall not consider the content of Access Programming, including the Contractor's or a producer's choice of subject matter and the point of view expressed, in making any decision regarding the allocation or appropriation of funds for the Contractor, the adequacy of the Contractor's budget, or the termination of this Agreement.

11. Cable Franchisee Subscriber Lists. The Contractor is authorized to have access to and to use the subscriber lists of Jurisdiction's Cable Services franchisees for its own mailing purposes only, subject to the limitations contained in applicable franchises, ordinances, any agreements related thereto, and any Commission Orders thereunder, and further subject to the provisions of applicable federal law.

12. Assignment. The Contractor shall not assign or transfer any interest in this Agreement without prior written consent of the Commission, provided, however, that nothing herein shall prevent the Contractor from subcontracting the performance of any provision or obligation required by this Agreement, so long as the Contractor remains primarily responsible to the Commission for the performance of such provision or obligation.

13. General Provisions.

13.1 The Contractor shall make payment promptly as due to persons supplying labor, materials or services to Contractor for any purpose under this Agreement.

13.2 The Contractor shall not cause any lien or claim to be filed or prosecuted against the Commission or the Jurisdictions on account of labor furnished or materials or equipment installed.

13.3 All Jurisdiction Charter, Code and Statutory provisions applicable to contracts of the Commission are hereby incorporated and the Contractor shall comply therewith.

13.4 (A) The Contractor shall obtain workers' compensation insurance coverage for all of its workers, employees and subcontractors either as a carrier-insured employer or a self-insured employer, as provided by Chapter 656 of the Oregon Revised Statutes, before this Agreement is executed. The Contractor shall maintain on file with the Commission a certificate of such insurance, or a copy thereof. The Contractor shall further maintain workers' compensation insurance coverage for the duration of this Agreement.

(B) In the event the Contractor's workers' compensation insurance coverage is due to expire during the term of this Agreement, the Contractor agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the Contractor agrees to provide the Commission with further certification of workers' compensation insurance as renewals of said insurance occur.

13.5 The Commission shall have access at all reasonable times, including during Contractor's normal business hours, to all books and records of the Contractor.

13.6 The Commission or the Jurisdictions shall not be liable for any obligations incurred by the Contractor. The Contractor shall not represent to any person that the Commission or the Jurisdictions are liable for Contractor's obligations.

13.7 The Commission's staff (as provided by the City of Portland's Office of Cable Communications and Franchise Management under contract with the Commission) is authorized to disseminate and to receive communications and notices regarding the Contractor's performance of this Agreement and the Commission's oversight thereof, to require information to be submitted under this Agreement, and to implement Commission directives with respect thereto.

14. Notice. All notices provided under this Agreement shall be sufficient if deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, and addressed as follows:

14.1 If to the Contractor:

Executive Director
Multnomah Community Television
26000 S.E. Stark
Gresham, OR 97030

14.2 If to the Commission:

Director
Office of Cable Communications and Franchise Management

1211 SW Fifth Ave., Rm 1160
Portland, OR 97204

Notice of any change of address may be given by notice as provided in this Section.

15. Indemnity.

15.1 The Contractor shall hold harmless, defend, and indemnify the Commission, the Jurisdictions and their officers, agents, and employees against all claims, demands, actions, and suits, including, without limitation, copyright infringement, defamation, and other claims, (including all court and appeal costs and attorney fees and costs) brought against any of them arising from the Contractor's work under this Agreement, but not if arising out of or by reason of any negligence or willful misconduct by the Commission, Jurisdictions, their officers, agents or employees. Except where the Contractor is primarily at fault under common law principles, the Contractor's obligation under this Section shall not apply to claims, demands, actions or suits arising from any Jurisdiction's Government Access cablecasting activities under this Agreement.

15.2 (A) The Contractor shall maintain general liability insurance that protects the Contractor and the Commission, the Jurisdictions and their officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from the Contractor's work under this Agreement. The insurance shall provide coverage for not less than the maximum limits of liability imposed on municipalities and counties of the State of Oregon in the Oregon Tort Claims Act during the term of the Agreement. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the Commission, the Jurisdictions and their officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that the insurance shall not terminate or be canceled without thirty (30) days written notice first being given to the Commission. If the insurance is canceled or terminated prior to completion of the Agreement, the Contractor shall provide a new policy with the same terms. The Contractor agrees to maintain continuous, uninterrupted coverage for the duration of the Agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the Contractor. The failure to maintain liability insurance shall be cause for termination of this Agreement.

(B) The Contractor shall maintain on file with the Commission a certificate of insurance certifying the coverage required under Section 15.2(A). The adequacy of the insurance shall be subject to the approval of the Commission's legal counsel.

(C) In addition, the Contractor shall include KBL Multnomah Cablesystems, L.P., as an additionally named insured in its liability insurance policy with respect to any claim for injury, damage, loss, liability, cost or expense arising from Programming or other transmission placed by the Contractor on KBL Multnomah's PEG Access channels or the institutional network, but not if arising out of or by reason of any negligence, willful misconduct or any other act done by KBL Multnomah Cablesystems, L.P., its officers, agents or employees.

COMMISSION:

CONTRACTOR:

By:
Commission Chair

By:

(Title)

APPROVED AS TO FORM:

Commission Legal Counsel

By:

(Title)